

A G R E E M E N T

Between

FIRSTENERGY NUCLEAR
OPERATING COMPANY

And

INTERNATIONAL BROTHERHOOD
OF
ELECTRICAL WORKERS
(A.F.L.-C.I.O.)

LOCAL UNION 29

2014-2018

TABLE OF CONTENTS

TABLE OF CONTENTS

Articles	Subject	Page
Preamble		1
I	Representation & Recognition.....	1
II	Union-Company Relationship	3
III	Hours of Work, Overtime, & Holidays.....	5
IV	Seniority in Promotion, Transfer, Lay Off, & Re-employment.....	14
V	Working Conditions.....	22
VI	Wages	33
VII	Vacations-Leaves of Absence.....	37
VIII	Employee Benefits.....	42
IX	Grievances-Arbitration	54
X	No Strike-No Lockout	59
XI	Period of Agreement.....	60
XII	Drug Free Workplace.....	60
	Exhibit A-Wage Schedules.....	63
	Company Policies (Instructions).....	73
	Index	128

PREAMBLE

This Agreement is made by and between FirstEnergy Nuclear Operating Company (a subsidiary of FirstEnergy Corp.), hereinafter called the Company, and Local 29 of the International Brotherhood of Electrical Workers, hereinafter called the Union. This Agreement shall be binding on the successors or assigns of the Company. The Parties recognize the necessity of continued peace by proper adjustment of any differences that may arise between them and that the foregoing can best be brought about by establishing proper wage schedules, working rules and machinery for the adjustment of disputes so as to promote harmony and efficiency and to prevent interference with the service to the public and therefore agree with each other as follows:

ARTICLE I
REPRESENTATION AND RECOGNITION

A. The Unions having been certified on the following dates, by the National Labor Relations Board as the bargaining agencies for certain employees as stated in the following N.L.R.B. cases, are hereby recognized as the exclusive bargaining representatives for said employees.

Bargaining Unit	Certification Date	NLRB Case No.
DL#1	6-04-48	6-RC-88
DL#1	7-13-48	6-RC-157
DL#2	7-14-48	6-RC-89
GDU	7-13-48	6-RC-64
GDU	8-20-56	6-RC-1815
Comm Sect	9-29-49	6-RC-416
Transp #1	7-13-48	6-RC-158
Transp #2	7-13-48	6-RC-159

B. Employees referred to herein, together with the work usually performed by them, are listed by job titles in Exhibit A attached hereto and made a part hereof.

C. For the purpose of this Agreement, the Company recognizes representatives of the International Brotherhood of Electrical Workers and Local 29 as representatives of the Union.

D. As a condition of the transfer, sale, or other disposition of its business operations or assets, the Company agrees to provide in its definitive agreements with the new owner or operator, the following:

1. Recognize the Union or its successor as the exclusive bargaining agent and become party to and otherwise assume the Labor Agreement, including all its job security and seniority provisions. This will also include all other written agreements that are currently in effect between the Union and the Company. The parties agree to

meet and identify those other written agreements.

2. That at least ninety (90) days prior to the sale and exchange of the plants the new owner or operator provide the Company with the notice of its staffing level requirements listed by classification and operation, and offer employment to that number of employees, including any such employees absent from active service by reason of Company sick leave or other leave of absence, whether paid or unpaid, necessary to satisfy such staffing level requirements. In each classification, all offers of employment to employees shall be in order of their seniority.
3. The Company will provide the Union with those documents necessary to demonstrate compliance with this article as soon as practicable after the intent to transfer, sell, etc. is made public.

ARTICLE II UNION-COMPANY RELATIONSHIP

A.1. The Management of the Company and the direction of the working forces, including the right to hire, suspend, discharge for proper cause, promote, demote, transfer, relieve employees from duty because of lack of work or for other proper and legitimate reasons, are recognized to be in the Company, except as otherwise provided in this Agreement.

A.2. There shall be no discrimination, interference, restraint or coercion, by the Company or any of its agents against any employee because of his membership in the Union or because of any lawful activities on behalf of the Union.

A.3. The Union and the Company agree to continue their policies of not discriminating against any individual with respect to his compensation, terms, conditions, or privileges of employment or otherwise affecting his status as an employee because of his race, color, religion, sex, age, national origin, handicap, or because he was a disabled veteran or Vietnam Era veteran.

The Union and the Company further agree to apply all practices and terms of the Collective Bargaining Agreement uniformly to all covered employees.

A.4. The use of the masculine or feminine gender in job titles in this contract shall be construed as including both genders and not as sex limitations.

B.1. All employees who, on the thirtieth day following the effective date of this Agreement, are, or thereafter become, members of the Union shall be required to maintain membership in the Union during the remaining term of this Agreement as a condition of employment; and persons newly hired for jobs in the classifications covered by this Agreement shall be required to become members of the Union after 30 days of employment as a condition of employment.

B.2. All newly hired employees who will be covered under the terms of this Agreement will be handed a dues deduction authorization card by the Company. All signed cards will be collected by the Company and forwarded to Local 29.

C.1. The Company agrees to deduct Union Membership initiation fees, dues, and assessments in the amount fixed in accordance with By-Laws of Local 29 and the Constitution of the International Brotherhood of Electrical Workers and to remit, by the last day of each month, the aggregate deductions made pursuant hereto to the Financial Secretary of the Foregoing Local Union; providing that the Company has received from each member, on whose account such deductions are made, a written assignment which shall be irrevocable for a period of one year from the date thereof or until the termination date of this Agreement, whichever occurs sooner. Such assignment may also provide that the

authorization shall be automatically renewed and irrevocable for successive periods of one year each unless revoked by written notice to the Company and the Local Union ten days prior to the expiration of each one year period, or of each applicable bargaining agreement between the Company and the Union, whichever occurs sooner.

C.2. The Union authorizes and agrees to continue in effect the practice by the Company of withholding from the monthly aggregate deductions paid to the Financial Secretary of the Local Union amounts sufficient to reimburse individuals for payroll deductions inadvertently remitted to the Union by the Company after such individuals ceased to be members of the bargaining unit.

C.3. Effective January 1, 1988 the Company agrees to provide a payroll deduction to collect for the Committee on Political Education (COPE) donations providing that the Company has received from each participant, on whose account such deductions are made, a written assignment. The deduction can only be altered by written notice from the participant to the Company thirty (30) days prior to any deduction. The Company will remit by the last day of each month the aggregate deductions made pursuant hereto to the Financial Secretary of Local 29. The Union will be required to reimburse individuals for payroll deductions inadvertently remitted to the Union by the Company.

D. The Company will provide bulletin boards for the exclusive use of the Union for the posting of official Union notices.

E. Representatives of the Union, upon request to the foremen, or supervisors, shall be given permission to gain access to such portions of the Company property the representatives may feel necessary, to attend to their duties as representatives. Such activities shall be performed expeditiously.

F. Neither the Company nor the Union, through their officers, members, representatives, agents or committees, shall engage in any subterfuge of any kind for the purpose of defeating or evading the terms of this Agreement.

ARTICLE III

HOURS OF WORK, OVERTIME, AND HOLIDAYS

A.1. The work of the Company shall be divided into three classes; namely, Shift Work, Schedule Work and Day Work.

A.2. Shift Work is defined as work which is carried on twenty-four (24) hours per day, seven (7) days per week, including work on Sundays and holidays.

A.3. Scheduled Work is defined as work of a continually recurring nature required in varying degree during the day or night, Sundays, and holidays.

A.4. All work not defined as Shift Work or Scheduled Work is defined as Day Work.

B.1. The basic workday shall be eight (8) consecutive hours, except for interruption for lunch by employees whose work permits taking time off for lunch, except by agreement between the Local Union and the Company.

B.2. The basic workweek shall consist of five (5) basic workdays with two (2) regularly scheduled consecutive days off as included in a steady schedule or shown on the posted schedule, except by agreement between the Local Union and the Company.

B.3. (a). For Day Work the workweek shall be five (5) consecutive days, Monday 12:01 A.M. through 12:00 Midnight Friday.

B.3. (b) (Not applicable to DL #2) An employee on Day Work scheduled so that part or all of his day's work on a basic workday is outside of his usual or normal schedule will be paid one-half (1/2) straight time additional to the

applicable rate of hours worked outside of his usual or normal schedule, but will not be paid any shift allowance.

B.4. For Scheduled and Shift Work the scheduled eight (8) hour workday and the five (5) day work week shall be in accordance with the requirements of the work but the number of employees on Scheduled Work and the number of such employees assigned to Sunday and holiday work shall be kept to the minimum.

Where safe and proper operating practices allow, employees on Shift and Scheduled Work will be permitted to eat meals on the job, otherwise schedules will provide for meal periods.

Schedules shall be so arranged that work periods and days off shall be rotated insofar as is consistent with good operating practice.

B.5. Employees assume the status of the type of work being performed.

B.6. During the term of the Collective Bargaining Agreement, the Company may propose to the Union, ten (10) or twelve (12) hour work schedules for employees in various departments. Following negotiations with the Union, the Union will present the proposal to the affected employees. The Company and the Union agree that individual groups or departments may vote on the Company's proposed changes, and if 70% of the total affected members of the group or department vote in favor of the changes, the Company and the Union will modify the Collective Bargaining Agreement to reflect those changes for that group.

C. Overtime shall be paid for at the rate of time and one-half (1-1/2) for all hours worked beyond the regularly scheduled eight (8) per day or forty (40) per week except where otherwise provided by this Agreement.

D. When an employee is required to work on the second of his regularly scheduled days off in any work week, he shall be paid at two (2) times his regular rate of pay for all work performed on that day.

E.1. The following days shall be recognized as holidays:

New Year's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day
Independence Day	Christmas Day
Labor Day	

If one of the above holidays falls on an employee's first day of rest, then the last basic scheduled workday preceding will be observed as the holiday and the first day of rest will be considered not to be a holiday.

If one of the above holidays falls on the second day of rest, then the first basic scheduled workday following will be observed as a holiday, and the second day of rest will be considered not to be a holiday.

Six (6) additional holidays entitled convenience days shall be granted to all regular employees. Probationary employees will be entitled to two (2) convenience days after six (6) months of employment, provided that no more than six (6) convenience days may be granted to any employee during a calendar year. All convenience days shall be subject to the following conditions:

E.1.(a). The number of employees granted this holiday shall conform with the wishes of the employees in accordance with reasonable operating procedures.

E.1.(b). This holiday shall not be carried into the following year.

E.2. The term "holiday" as hereafter used shall mean only the day observed as a holiday.

E.3. When possible, employees shall be granted time off with pay on all holidays that are observed on their regularly scheduled workdays.

E.4. An employee required to work on a holiday will be paid holiday allowance and time and one-half (1-1/2) for all hours worked within his normal scheduled hours and will be paid double (2) time for those hours worked in excess of or not within his normal schedule hours.

F. All overtime within the same job classification shall be distributed as evenly as possible and such overtime shall not be credited to an employee unless he has actually refused to work overtime.

If the differential between two (2) or more available employees in the overtime record is one hundred (100) hours or more, the employee having the lowest accumulated overtime record will be scheduled without regard to the applicability of time and one-half or double time to such work.

G. Employees who have worked overtime shall not be given time off without pay on a regularly scheduled workday to equalize that overtime.

H. Effective October 1, 2014, the rate for all applicable shift differential and Sunday premium will be increased an additional five cents (5 cents) per hour from \$1.75 to \$1.80 per hour. Effective October 1, 2015, the rate for all applicable shift differential and Sunday premium will be increased an additional five cents (5 cents) per hour from \$1.80 to \$1.85 per hour. Effective October 1, 2016, the rate for all applicable shift differential and Sunday premium will be increased an additional five cents (5 cents) per hour from \$1.85 to \$1.90 per hour. October 1, 2017, the rate for all applicable shift differential and Sunday premium will be increased an additional five cents (5 cents) per hour from \$1.90 to \$1.95 per hour. The additional allowance shall, however, only be applicable to employees whose work schedule ends after 6:00 P.M., or begins before 7:00 A.M. and applies only to those hours worked between 3:00 P.M. and 8:00 A.M. The additional allowance shall be included in the base rate for overtime pay purposes when the employee qualifies for the additional allowance.

I.1.(a). When the notice of change results in a change of schedule which involves a change in the employee's work week, the affected employee shall receive pay for at least the equivalent number of hours, as he would have received had his schedule not been changed.

If the affected employee receives any overtime and/or premiums after notice of a schedule change has been given him, the overtime and/or premiums will be counted in determining whether the number of hours to be paid for in the new schedule at least equal the number of hours he would have been paid for in the old schedule. Also, in those cases where employees are scheduled for 9 and 11 or 9, 10 and 11 day basic pay periods, consideration shall be given to the complete cycle, and the number of hours to be paid for shall not be less than that which the employee would have received had his schedule not been changed.

I.1.(b). Work on days or hours outside the current schedule which is in effect at the time the notice of change is given is considered non-scheduled time for the first four (4) days following the day on which the notice of change is given and thereafter is considered scheduled time. This shall not reduce the number of hours worked to less than forty (40) for the week, and the hours so worked as non- scheduled shall be paid for at the rate of time and one-half (1-1/2).

I.1.(c). The four (4) day notice penalty does not apply in the following:

1. When a successful applicant assumes the duties of his new job.
2. (Not Applicable to DL #2) Assignment of an employee on Day Work to hours outside the usual or normal schedule when covered under Article III, B.3.(b) or the return to schedule after such assignment.
3. A change in schedule which accompanies the return to former job classification from a temporary or acting

job, including acting military.

4. A change in schedule related to the return of an employee from absence due to illness.
5. A return to former schedule or the cancellation of a change in schedule which occurs during the four (4) day notice period or before the new hours had been considered as scheduled time.
6. Schedule changes made for the convenience of employees such as those made under Article V, R. or by mutual agreement under Article III.M.2.

In the instances set forth in (c) above, although the penalty is not required, the Company will endeavor to give as reasonable a notice as possible of such changes.

I.1.(d). It is not the intention of this Article III; I.1 to indicate that the Company is obligated in any way to provide employment on the basis of guaranteed work, except where a change in schedule is involved as provided above.

I.2.(a). No change in any basic schedule shall be made with a scheduled time off interval of less than eight (8) hours. In those cases where this is not possible any schedule change made with less than an eight (8) hour interval, the difference between the amount of time off between schedules and eight (8) hours shall be paid at one-half (1/2) time in addition to the applicable rate. Scheduled work shall include overtime work scheduled ahead of rescheduled work periods on a regularly scheduled workday.

I.2.(b). In those cases where it is possible, employees on Day Work will be excused from work early, without loss of pay at the applicable rate, in order to assure a scheduled time off interval of eight (8) hours before reporting back for scheduled workday.

J.1.(a). When an employee is called out to work outside of his schedule and does not work sixteen (16) hours continuously, the rest period (which falls within one of his regularly scheduled basic workdays within his basic five-(5) day work week and to which he is entitled to be off with pay) shall be determined from the Rest Period Rules.

J.1.(b). When an employee is entitled to be off resting, with pay, during his regularly scheduled basic workday within his basic five (5)-day work week, but is required to work during this period, he shall be paid at straight time rate of pay for these hours worked in addition to the straight time pay to which he is entitled because he should have been off with pay.

J.1.(c). When an employee is requested to continue or return for overtime work (other than Call Out) on a basic workday and works more than six (6) hours before the start of his next scheduled basic workday, the Call Out Rest Period Rules shall be applied.

J.2.(a). An employee who has worked sixteen (16) or more continuous hours shall be entitled to an eight (8) hour rest period before he returns to work. If this rest period extends into his regularly scheduled basic workday within his basic five (5) day workweek, he shall lose no time thereby.

J.2.(b). When an employee is entitled to be off resting, with pay, during his regularly scheduled basic workday within his basic five (5) day work week, but is required to work during this period, he shall be paid at straight time rate of pay for these hours worked in addition to the straight time pay to which he is entitled because he should have been off with pay.

J.3. An employee who is paid under J.1. must return to work at the hour the Rest Period Rules indicate or if paid under J.2. at the end of the eight (8) hour rest period in order to be entitled to straight time pay for the remaining hours in his basic workday.

K.1. An employee who is called out to work shall be paid for a minimum of three (3) hours' time at the applicable rate for each call out and in addition, without regard to length of time worked, he shall be paid one (1) hour travel time allowance at the applicable rate, with the exception that if he is called out one (1) hour or less before his regular starting time, he shall be paid one (1) hour for the work and one (1) hour travel time allowance both at the applicable rate.

K.2. An employee who, upon request, reports to work outside of his regularly scheduled basic workday or basic five (5) day work week, shall be paid for a minimum of four (4) hours' time at the applicable rate with the exception that if he continues to work on into his basic workday within the basic five (5) day work week, he shall be paid at the applicable rate only for the actual time worked. If the job is canceled later than the end of the employee's previous basic workday, he shall be paid three (3) hours at the applicable rate, but no payment shall be made which would be greater than the employee would have earned if the job had not been canceled.

L. Stand-by time is time in which an employee is requested in writing to be at a place specified by his supervisor ready to go to work if called upon and shall be considered hours of work and paid for accordingly at the rate applicable to the hours during which requested to stand-by. Employees who are asked only to inform their supervisors whether they might be available in case of emergency and are free to come and go as they please shall not be deemed to be on stand-by time and will be under no obligation to remain available.

M.1. Schedules of a general nature involving employees of one or more shifts are to be posted for not less than a four (4) week period and changes to such schedules shall be preceded by a one (1) week's notice.

M.2. All schedules shall be arranged in conformity with the employee's wishes insofar as they are consistent with good operating practice and with the provisions of this Agreement.

ARTICLE IV SENIORITY IN PROMOTION, TRANSFER, LAYOFF, AND RE-EMPLOYMENT

A.1. Continuous service shall be calculated from the date of first employment or Reemployment with the Company, or for employees that transferred from Duquesne Light Company under the Nuclear Generation Conveyance Agreement, it will be from their Duquesne Light Company service date.

A.2. Continuous service shall be broken by any of the following reasons:

- (a). Quit
- (b). Discharge
- (c). Absence or layoff in excess of two (2) years.
- (d). Failure to report back to work on the first working day following the expiration of a leave of absence.
- (e). Failure to bid, accept or report to a vacancy in accordance with Paragraph L.1 of Article IV.

B. Seniority shall be defined as the employee's length of continuous service as defined in Article IV, Paragraph A.1.

C. When the seniority of two (2) or more employees cannot be determined on the basis of length of continuous service with the Company or date of application for employment, preference shall be given to the employee who has the lowest social security number.

D.1. Employees are engaged without time limitation, except that some employees may be engaged for temporary work and shall be known as “Temporary” employees. Such employees shall have no seniority rights unless they are retained for a period of six (6) months or more, in which event they shall have seniority starting the date they were hired, except that continuous employment beyond four (4) months must be by mutual agreement between the Union and the Company. When and if such a “Temporary” employee shall attain regular status, he shall be granted seniority starting with the date he was most recently hired. Temporary jobs, except those in the lowest job classification, shall be filled by the job posting procedure in accordance with Section F of this Article. Such work shall not result in loss of employment for regular employees. Any Temporary H&Y employee that is hired, that has previously been employed within the last five (5) calendar years, and has worked 1040 or more hours will not be paid the probationary rates of pay, they will receive the regular step 1 rate of pay.

D.2. A regular employee filling a temporary classification shall accumulate seniority and service during such period and shall be returned to his former job classification upon expiration of the temporary work.

D.3. An employee is considered in an “acting” capacity when he occupies a regular job or a temporary job, created to fill a vacancy caused by authorized absence of the regular incumbent.

Acting employees shall accumulate seniority and service during such period.

Upon the return of the regular job incumbent, the acting employee shall be returned to his former job classification.

D.4. Any employee shall be considered “Probationary” during the first twelve (12) months of continuous employment. Upon completion of the probationary period, the new employee shall be placed on the seniority list as of the first day of his employment except as provided in Section D.1. of this Article. Probationary employees may be discharged at the discretion of the Company without recourse but, if employed thirty (30) days or more the Company will notify the Union of its reason and will confer with the Union President and the local steward if so requested.

D.5. By agreement between the Union and the Company D.2. and D.3. of the Article may be modified.

E. In the interest of promoting and maintaining good employee relations, it is agreed that before final disciplinary action is taken with a regular employee the Company will inform, and if requested, discuss the case with the President of the Local Union. This is not to be construed as in any way precluding a foreman or supervisor from taking immediate disciplinary action where such immediate action is required by the circumstances.

In those cases of promotion or transfer wherein a qualified employee other than the employee with the most seniority is to be given a job in the bargaining unit, it is agreed that such cases will be brought to the attention of the president of the Local Union before the promotion or transfer is made.

If employees are to be demoted or laid off, the Company will discuss this problem with the president of the Local Union before effecting the demotion or instituting the layoff.

F.1. Jobs in the lowest job classification and jobs to be filled by employees who become physically handicapped while employed by the Company need not be posted.

F.2. All other vacant jobs to be filled which are covered by this Agreement shall be filled in the following manner:

(a). Simultaneously, the Company shall post notices of the job by electronic posting on the Beaver Valley HR web site for seven (7) calendar days and e-mail all Beaver Valley Local 29 members via the Company e-mail system.

(b). The Union shall receive a copy of all posted jobs via e-mail.

- (c). All applications must be made electronically on the form provided in the e-mail. A copy of this will be forwarded via e-mail to the Local Union Office and an electronic receipt will also be sent automatically to the applicant.
- (d). Only the application of those employees who apply for a job within the ten (10) calendar days following the first day of posting will be considered, with the exception that employees who are not at work or working out of station during such period and who have sufficient seniority shall be considered to have filed an application for the job, provided the employees to be so considered notify the Company within ten (10) days after returning to work.
- (e). When an employee is awarded a job under Article IV, F.2 (d)., the employee to be displaced shall be the employee who most recently entered that classification in a regular position at that work location and he shall be reassigned to his former job classification. All employees affected in the chain will be similarly assigned.

An exception shall be those affected employees who were placed in their positions in accordance with Article IV, J. Such affected employees are required to select a new position in accordance with Article IV, J. The affected employees will be provided an updated list of positions if they had been bumped more than four (4) months earlier and shall be given two (2) workdays to select a new position.

F.3. If after twenty (20) calendar days from date of posting, there is no qualified applicant for the posted job, the Company shall have the option of reposting or filling the vacancy.

F.4. Successful employee's name and seniority or new employee's name, as the case may be, will be posted on the Beaver Valley HR web site for seven (7) calendar days, with the effective date, but at least two (2) days before such posting the Local Union Office will be notified and notification will be sent to all Beaver Valley Local 29 members via the Company e-mail system.

F.5. No grievance as to posted job or appointment may be filed by the Union later than fourteen (14) calendar days after the posting of the name of the employee who obtained the job.

F.6. All vacancies shall be filled from the qualified applicants thereof within thirty (30) calendar days of the posting of the name of the successful applicant.

G. In filling a vacancy by promotion or transfer of an applicant, where the following qualifications are sufficient, seniority shall govern:

1. Ability to do the job as safely as it can be done under the circumstances.
2. Ability to do the job skillfully.
3. Knowledge of the job which is being filled.
4. Experiences in types of work related to the job being filled.

An employee, who qualifies as described above and is offered the position, must accept or reject a position within twenty-four hours of the offer being made.

H.1. When a member of the Union is promoted or transferred to a non-bargaining position, the union shall cease to represent said employee from the date of said transfer or promotion and they will not be returned to the Bargaining Unit. This clause shall not apply to any employee temporarily occupying such position.

H.2. An employee in a bargaining unit job shall not be upgraded to a non-bargaining unit job for more than one thousand forty (1040) hours in a twelve (12) month period except to fill in for a supervisor who is absent or to fill a training position on rotation of assignment.

I. An employee promoted or transferred in accordance with Article IV, Section G., who, during the first four (4) months on the new job, during which period he will be instructed and trained, fails to meet the minimum requirements of the job shall be reassigned to the job classification and department from which he was promoted or transferred and shall immediately resume the wage rate to which he would have been entitled had he not left his previous job classification and department. Such reassignment shall in no way prejudice an employee's opportunities for future promotions. The employee shall be returned to his former job classification at that work location and he shall displace the employee who most recently entered that classification. All employees affected in this change will be similarly reassigned and will resume the wage rate each would have been entitled to had he not left his former classification. An exception shall be those affected employees who were placed in their positions in accordance with Article IV, J. 1. Such affected employees are required to select a new position in accordance with Article IV, J.1. The affected employees shall be provided an updated list of positions if they have been bumped more than four (4) months earlier and shall be given two (2) workdays to select a new position.

J.1. In event that a layoff is to take place, the number of employees in some job classifications must be reduced. Employees to be demoted or laid off, as the case may be will be selected from the job classifications affected on the basis of seniority, except in the case of any representative of a Local Union who shall be presumed to have seniority over anyone else. (This is to apply only for curtailment of forces and only during the term of his office or position in the Union, or in the case of a leave of absence for such representative, until he has returned and been reinstated in his rightful position. Each Local Union shall inform the Department Head in writing of the names of the representatives who are to be so treated.) An employee so selected will be given the opportunity to displace any employee in a job of equal or lower classification, providing he has seniority greater than the employee in the equal or lower job classification and providing he is qualified and capable of performing the work of the employee to be displaced. Employees who are displaced from their jobs by this process will be given the opportunity to displace employees in equal or lower job classifications in the same manner. Employees who are unable by this process to displace other employees will be laid off.

J.2. No regular full-time employee hired on or before October 1, 2001 shall be laid off except under extraordinary circumstances, such as acts of God, catastrophic events, bankruptcy, sale or shutdown of a plant or revocation of a nuclear operating license.

K. A complete list of all bargaining unit employees will be sent to the Local 29 office during the months of March and September each year. The list will be in alphabetical order and will include employee number, employee home address, home phone number, local union number, service date and job classification.

L.1. Employees who are laid off will retain their accumulated seniority during a period of layoff of not more than two (2) years from the date of layoff. When a vacancy is to be filled in any department, employees from the bargaining unit who have been laid off for a period of not more than two (2) years will be sent a copy of the job posting notice by registered mail. A laid off employee may make application under the job posting procedure for such position and such employee, if qualified, seniority permitting, shall be given the job. The failure of a laid off employee to make application for a vacancy in the job classification from which he was laid off or failure to accept any position for which he has applied shall be considered as having severed connections with the Company. A laid off employee who is the successful applicant for a posted job must be willing to commence employment within three (3) weeks after receipt of notification that he has been chosen for the job, otherwise, he shall be considered as having severed connections with the Company. None of the foregoing precludes the hiring of new employees to fill these jobs temporarily without job posting.

L.2. No loss of benefits shall be incurred by an employee who is laid off and returns to work within two (2) years of the date of his layoff.

L.3. An employee who is separated from the Company at the expiration of a leave of absence due to illness or injury will retain his seniority for a period of two (2) years following the date of expiration of the leave of absence. Before returning to employment he must pass a physical examination.

M. An employee entering any branch of the military service of the United States shall continue to accumulate seniority and his placement upon return from such service shall be in accordance with the Uniformed Services Employment Rights Act of 1994 (USERRA).

ARTICLE V WORKING CONDITIONS

A.1. The safety rules and regulations established by the Company or governmental authority shall be strictly adhered to by both the employees and the Company, and the Company shall enforce these rules and regulations uniformly. Representatives of the Company and the Union shall meet at the request of either to discuss the reasonableness of safety rules and regulations. Proposed changes in safety rules and regulations shall be submitted to the Union for full discussion before becoming effective.

A.2. A Union representative shall be notified prior to investigation and allowed to be present while an accident investigating committee is interviewing members of the bargaining unit to determine the facts involved in lost-time accidents. This does not preclude on-the-job investigation by the Company in the absence of Union representation.

A.3. A joint Company and Union Safety Committee shall be established to consider safety questions relating to the Company as a whole. Such committee shall consist of not more than six (6) Company representatives and not more than six (6) Union representatives appointed by Local 29. The Committee shall meet every other month unless additional meetings are mutually agreed upon, to discuss safety suggestions and applications with the Union. The Committee Chair shall be rotated every third meeting. Minutes shall be taken and made available to all committee members. Such discussions shall not be subject to the grievance and arbitration provisions of this Agreement and may be discontinued in the event that it is mutually agreed these meetings lack value.

A.4. It is agreed that in the first weekly paycheck following October 1 of each year the Company will provide an allowance of \$150.00 to each employee. This allowance will be in lieu of payment by the Company to an employee for personal protective equipment such as: safety shoes and prescription safety glasses.

B. (Not applicable to DL #2;)

B.1. In emergencies, employees will perform any work for which they are qualified.

B.2. Under normal circumstances, employees in a lower classification will be used to work in a higher classification only when those in a higher classification are unavailable or exhausted. This will not require the Company to remove an employee from training or call someone in to fill a vacancy created because of someone calling off prior to the start of their shift.

C. When an employee, upon assignment by his foreman or supervisor, works in a higher paid job classification, he will be paid the higher rate for the full day provided that such work is for not less than two (2) hours. The senior qualified employee will be used whenever possible.

D.1. An employee assigned for a temporary period to a lower classification shall receive his regular rate of pay during the period of that assignment.

D.2. When an employee is to be permanently assigned to a lower classification, the employee and the Union shall

be notified. If this assignment is made under the provisions of Article IV, Section J, the employee shall retain his then rate of pay for a period of thirty (30) days whether he continues working in his then job classification or is assigned during that thirty (30) day period to a lower job classification. At the end of thirty (30) days he shall be paid the rate for the lower job classification to which he is permanently assigned. If the assignment to a lower job classification is made for reasons other than those set forth in the foregoing, the employee shall immediately assume the new rate, which has been assigned him.

D.3.(a). Effective October 1, 1967 - When an employee with nine (9) or more years of continuous service can no longer perform his regular work because of disability due to or incurred in the course of his employment or from normal natural causes, but can perform other useful work, he shall be placed in the highest job classification he can fill satisfactorily and shall be paid at a rate between his prior rate and the rate for the job to which he is transferred as follows:

Nine (9) to fourteen (14) years inclusive - lower job rate plus 40% of the difference

Fifteen (15) to nineteen (19) years inclusive - lower job rate plus 50% of the difference

Twenty (20) to Twenty-four (24) years inclusive - lower job rate plus 60% of the difference

Twenty-five (25) to twenty-nine (29) years inclusive - lower job rate plus 70% of the difference

Thirty (30) years and over - lower job rate plus 90% of the difference

D.3.(b). When the Medical Section classifies an employee as disabled, he will retain that disabled classification until it has been removed by action of the Medical Section. Whenever possible he shall be afforded the opportunity for training to fill jobs more nearly corresponding in rate to his original rate. When physically able and qualified he shall be placed, either through job posting or negotiation, in a higher rated vacant job classification and shall be paid a rate between his original rate (the rate being received at the time he is declared disabled) and the rate for the job to which he is now being transferred, based on the above formula.

The seniority provisions of the Agreement, including job posting, shall be waived to the extent necessary for the accomplishment of this provision. However, an employee bidding an equal or higher position under this provision is to notify his supervisor of any bid prior to the expiration of the seven (7) day posting period if he wishes to be considered under the above paragraph.

E. An employee shall not be required to perform any hazardous task with which he is not familiar.

F. Employees affected shall be notified of standard equipment operating and maintenance procedures and practices.

G. (Not applicable to DL #2;). The Company will continue its present practice of furnishing such tools, safety devices, and other equipment as are presently being furnished.

H.1. (Not applicable when working at Davis Besse-or Perry Power Stations.) When an employee is required to report on a job outside the Beaver Valley Power Station or when he is required to report to the Beaver Valley Power Station before going out on a job, or upon the completion of the job, he is reimbursed for any additional traveling expenses incurred by him. The Company shall pay to each employee so reporting a transportation allowance at the applicable IRS rate for actual miles driven only, less the mileage of the employee's daily commute from the employee's permanent residence to the employee's permanent reporting place. If the most direct route available requires the employee to pay tolls, the Company shall reimburse such tolls.

H.2. In the event an employee is required to report at the Beaver Valley Power Station before going out on a job,

the time spent in traveling from the Beaver Valley Power station to the job is paid for as time worked. Similarly, time spent returning to the Beaver Valley Power Station is paid for as time worked.

H.3. (Not applicable when working at Davis Besse-or Perry Power Stations.) For purposes of establishing a method for the determination of allowance for travel time, the territory surrounding the Beaver Valley Power Station will be divided into zones. The Beaver Valley zone will be that area within a two (2) mile radius of the Beaver Valley Power Station. Zone No. 1 will be within a twenty (20) mile radius of the Beaver Valley Power Station; Zone No. 2 will be within a forty (40) mile radius of the Beaver Valley Power Station; Zone No. 3 will be within a sixty (60) mile radius of the Beaver Valley Power Station; and Zone No. 4 will be within an eighty (80) mile radius of the Beaver Valley Power Station and higher number zones, each with an additional twenty (20) mile radius extending outwardly in like manner from the outer boundary of Zone No. 4. An employee from the Beaver Valley Power Station will be granted a travel time allowance when reporting to a location other than the Beaver Valley Power Station. Such travel time allowance will be paid as time worked at the applicable rate. The travel time allowance will be as follows:

Beaver Valley Zone0 minutes
 Jobs within Zone No. 1 30 minutes (each way)
 Jobs within Zone No. 2 60 minutes (each way)
 Jobs within Zone No. 3 90 minutes (each way)
 Jobs within Zone No. 4 120 minutes (each way)
 And an additional thirty (30) minutes (each way) for each numbered zone beyond and surrounding Zone No. 4.

H.4. For employees working at the Davis-Besse or Perry Power Station, the Company shall pay to each employee \$225.00 for expenses for each scheduled shift worked to cover transportation expenses, tolls, lodging and travel time. This amount will also be paid for any days not worked between multiple weeks scheduled and worked. Employees will be selected in accordance with Article V, Paragraph I.1. a & b.

I.1. (Not applicable when working at Davis-Besse or Perry Power Stations.) When employees volunteer to work at a location that requires them to be away from their homes overnight, the Company will pay for adequate lodgings and a daily meal allowance of sixty five dollars (\$65.00) for meals.

- a. Employees will be selected from volunteers in accordance with the overtime list. Schedules will normally be a two (2) week rotation. If the out of station assignment involves overtime, and there are not sufficient volunteers to fill the required positions, then the Company may force individuals in accordance with the rules of the overtime list. If there is no overtime involved for the out of station assignment, then the Company shall not be able to force individuals.
- b. Employees will be asked to work out of station only for scheduled outages and plant emergencies. No employees will be scheduled to work at a plant experiencing a work stoppage.
- c. Employees who volunteer to work at a location that does not require an overnight stay will be selected in accordance with paragraphs a & b of this section.

I.2. (Not applicable when working at Davis-Besse or Perry Power Stations.) Employees working at a location that requires an overnight stay will be paid for three (3) additional hours of their regular pay for each twenty-four (24)-hour period they are required to be away from the Beaver Valley Power Station. Such period will cover the time from 12:00 A.M. to 11:59 P.M. Partial periods, either begun before or completed after these time periods will be prorated. These amounts will be paid regardless of the actual work time involved.

J.1. Effective October 1, 2014, a meal money allowance of sixteen (\$16) dollars per meal shall be granted in all cases where overtime work continues two hours either before or after scheduled work periods, or where worked by employees on emergency jobs where the employee is called from home and works two hours or more. In the event

overtime work continues a meal money allowance of sixteen (\$16) dollars per meal will be granted every four hours of work after the first meal.

J.2. Scheduled overtime which is performed on Saturdays, Sundays, holidays or relief days when no scheduled time has already been performed will be known as additional time. No meal money will be given in those cases if the employee works less than ten (10) hours.

J.3. If working conditions require that meals be eaten on the job, the employee's time continues, but if he leaves the job to obtain a meal his time stops during such period.

J.4. If an employee who is sent out on Company business and, through no fault of his own, is detained one (1) hour or more beyond his lunch period, he is reimbursed at the above scheduled rate.

K. (Not applicable to DL #2) Employees shall not be required to work outdoors in rainy or inclement weather except in emergencies or to perform essential work such as outdoor switching, coal and ash handling, and necessary snow removal, and only if such work is considered part of their normal duties.

L.1. It is the intent of the Company to provide stable, long-term and continuous employment for regular full-time employees. It is however, recognized that the Company may contract with outside parties to perform temporary work but may not contract with outside parties to permanently perform bargaining unit work. The foregoing is not intended to require the Company to maintain an absolute specific number of employees nor is it intended to permit the Company to permanently replace bargaining unit positions with subcontractors. Nevertheless, while the number of employees currently in the bargaining unit may be reduced by attrition, if the Company still has a need for the work these employees performed, or if the need arises to increase regular, full-time, permanent positions, the vacancies will be filled consistent with the Collective Bargaining Agreement, including where necessary and appropriate under the Collective Bargaining Agreement, through the recall of employees on layoff who have not been already offered a position and/or through hiring new employees; not with subcontractors. In the event of an extraordinary circumstance as defined under the employment security clause, if the company wishes to continue contracting out work that has been usually performed by the bargaining unit, the company will be required to find those displaced employees hired on or before October 1, 2001 another position within the Company or, at the Company's option, retrain the employees to perform work that is being performed by contractors.

L.2. (Not applicable to DL #2) When building or construction work is to be contracted out by the Company, all other matters being relatively equal, the Company will give preference to contractors having Union agreements with the International Brotherhood of Electrical Workers, or affiliated Unions, provided that nothing herein shall require the Company to violate Federal, State or Municipal laws or regulations. Before starting such contract work the Company will advise the Business Representative of Local Union 29 at the location of the work, of the work to be performed.

M. (Not applicable to DL #2) Foremen or supervisors who are not within the bargaining unit shall not perform work of the type and grade performed by the employees they supervise except in emergencies (including unavailability of qualified employees until a qualified employee can be obtained), to train employees, for the protection or preservation of lives or property, and to check or test equipment or the quantity or quality of work.

N. (Not applicable to DL #2) All employees shall receive a full day's employment provided that they report for duty each scheduled day in accordance with their assigned basic work schedules and the terms and conditions of this Agreement.

O. (Not applicable to DL #2) An employee who is injured while working outside the regular hours of his basic five (5) day work week, and is required to leave the job that day to be given medical treatment, shall be paid, at the applicable rate, for reasonable time to receive such treatment.

P.1. (Not applicable to DL #2) Where an employee is required to wear a uniform the Company will pay the cost of the uniform.

P.2. (Not applicable to DL #1) The Company shall continue its present practice of furnishing, servicing, and maintaining uniforms required by the employees during their regular working hours.

Q.1. In addition to the physical examination, which is given to all new employees before they are accepted for employment, other medical examinations may be required. These may include periodic examinations for certain types of work, or examinations when transferred from one job to another.

Q.2. Employees sent by the company for medical examination and/or treatment shall be furnished transportation expense and paid at their regular rate for time consumed. This policy is not applicable to employees while covered by the Non-Occupational Illness and Injury Plan.

R. Employees will be permitted to trade workdays for their own convenience, upon notice-to and approval-by the foreman or supervisor, which approval shall not be unreasonably withheld; provided that thereby the Company shall not be required, either by the terms of this Agreement or by operation of law, to pay any employee involved either daily or weekly overtime or other premium rate of pay.

S. Working conditions and other conditions of employment in effect as of December 2, 1999 or established by this Agreement, will continue in effect as changed in whole or in part, by negotiations between the parties upon ten (10) day's notice from the party seeking such change.

T.1. All required welder positions in the Nuclear Operations, will be filled by posting and filling Welder Second Class positions. After the incumbent has spent two (2) years in the job classification of Welder Second Class, and if the incumbent has during the two (2) years successfully completed all specified tests, the incumbent will be promoted to Welder First Class. Welders Second Class will perform all welding work for which they are qualified without benefit of upgrading.

T.2. All required Machinist positions in the Nuclear Operations, will be filled by posting and filling Machinist 2/C positions. After the incumbent successfully completes the specified tests and spends two (2) years in this job classification, the incumbent will be promoted to Machinist 1/C. The Machinist 2/C will perform all machinists work for which he is qualified without benefit of upgrading.

T.3. All required Radiation Technician positions will be filled by posting and filling Radiation Technician 2/C positions; Schedule Step 6.0. After the incumbent Second-Class successfully completes the specified tests and spends two (2) years on the job classification, he will be promoted to First-Class. In the event the government at some future date requires three (3) years of experience in order for a Radiation Technician to be fully qualified to perform First-Class work, it is agreed that this time period will be extended to three (3) years. The Radiation Technician first Class will be Schedule Step 8.9. FIN Radiation Technician will be Schedule Step 9.0 Lead Radiation Technician Step 9.3. The FIN Radiation Technician will be afforded the same opportunity as the Radiation Technician 1/C to progress to the Lead Radiation Technician Rate. (The Union has reviewed and agrees to the job descriptions).

T.4 Employees holding positions in Section T.1, T.2, and T.3, shall be barred from bidding and accepting any position other than regular; however, such employees may bid and accept their same position on a temporary or acting basis at a different work location within their respective groups.

U. The Company will reimburse employees whose positions require them to possess a Commercial Drivers License including any endorsement thereto. The amount of this reimbursement shall be the differential between passenger license and Commercial Drivers License fee with endorsements.

Any necessary training will be determined by individual departments based on local understandings.

The Company agrees to pay straight time wages (up to four (4) hours) for individuals who require recertification for their hazardous materials endorsement. In the event the individual fails his/her first attempt, no payment for wages will be made for any retest.

V. All Nuclear House & Yard Laborer-Scheduled (Step 1) will progress to Nuclear House & Yard Laborer-Shift (Step 2) based on completion of designated training program.

ARTICLE VI

WAGES

A.1 The salary rates for the period of the Agreement shall be those set forth in Exhibit A to be attached hereto and made part hereof.

A.2 The Wage Schedule set forth in Exhibit A represents the wage rates negotiated for the job classifications in these Units. The following general wage increases shall be granted: If the Company receives notification of ratification no later than September 25, 2014, then a general wage increase of three percent (3%) will be applied on October 1, 2014 to the rates in effect on September 30, 2014. Effective October 1, 2015, a general wage increase of two and one half percent (2.5%) will be granted on the rates in effect on September 30, 2015. Effective October 1, 2016, a general wage increase of two and one half percent (2.5%) will be granted on the rates in effect on September 30, 2016. Effective October 1, 2017, a general wage increase of two and one half percent (2.5%) will be granted on the rates in effect on September 30, 2017. Each general wage increase shall be computed to the nearest cent for the hourly paid employees and to the nearest dollar for monthly paid employees, with breakage of one-half (1/2) being upward (See Attachment Wage Tables).

A.3 The Operations rates will be as follows:

TITLE	PAY RATE
Reactor Operator	01
Nuclear Operator	02 8-steps
Plant Operator	9.5/9.3
Auxiliary Equipment Operator	04 4-steps

The Auxiliary Equipment Operator position is the entry level position for the Operations line of progression. Upon entering any Operations position, an employee will receive progression step 1 and will receive additional step increases as qualifications are completed. The qualifications for operator positions are as outlined in the job descriptions. Any employee entering the Auxiliary Equipment Operator position ("AEO") will not be eligible to exercise a job bid outside of the Operations Department until twelve (12) months after they become a fully qualified Auxiliary Equipment Operator (outside plant tour). However, the foregoing does not apply to an employee making a qualified bid into the Plant Operator ("PO") training program or making a qualified bid into the Reactor Operator ("RO") training program as a Nuclear Operator ("NO").

When a Plant Operator position becomes available and is posted the senior qualified person will be selected for the position. Any employee entering the Plant Operator position ("PO") will not be eligible to exercise a job bid outside of the Operations Department until twenty-four (24) months after they become a fully qualified Plant Operator (all three plant tours). However, the foregoing does not apply to an employee making a qualified bid into the Reactor Operator ("RO") training program as Nuclear Operator ("NO").

Employees in the Plant Operator classification will be elevated to the position of Senior Plant Operator upon completing and retaining the following qualifications;

- 1) Complete Initial Fire Brigade training and maintain qualifications as Fire Brigade members. Note: temporary loss of Fire Brigade qualifications due to temporary medical reasons does not negate this qualification.
- 2) Obtain and maintain Dual Unit Outside Tour qualifications.
- 3) Obtain and maintain two of the following qualifications as determined by Management:
 - a. Obtain OJT qualifications.
 - b. Obtain Solid Waste operations qualification (Rad Waste Crane Qualification code OPSQC-RADWASTECRANES and Solid Waste Handling Training Requirements code OPSQC-SOLIDWASTE).
 - c. Obtain the ASME VT-2 Level II qualification. The intent of this qualification is to perform post-maintenance testing of ASME components.
 - d. Obtain and maintain Instructor qualifications.
 - e. Obtain and maintain 10CFR50.59 and Independent Qualified Reviewer (IQR) qualifications.

When a Nuclear Operator position becomes available and is posted, the senior qualified person will be selected for the position. The Nuclear Operator position is one in which the individual is required to progress to a licensed operator. An individual accepting the position is committing to becoming a Licensed Reactor Operator. Any employee entering the Nuclear Operator position will not be eligible to exercise a job bid outside of the Operations Department until twenty-four (24) months after they successfully complete their Reactor Operator license exam test except that an unsuccessful Reactor Operator Training candidate may bid back into the Plant Operator position.

Anyone leaving the Reactor Operator Program for any reason will lose all credit and will be prohibited from entering the program at any future date. No bonus will be accumulated during periods of accelerated retraining required to re-establish qualifications.

The senior qualified Nuclear Operator will be selected for license training as the need arises for licensed Nuclear Operators.

An individual selected for license training that fails to progress through as required and obtain a license will be removed from the licensing program. An employee that fails to progress as required during the first four (4) months will be returned to his previous classification. An employee that fails to progress subsequent to four (4) months will be required to select a new position in accordance with Article IV.J of the agreement. If that individual fails the NRC examination then the company will attempt remediation one time using NRC established guidelines.

When a Reactor Operator position becomes available, the senior qualified Nuclear Operator will be selected for the Reactor Operator position.

The Company may, from time to time, offer a qualified Operator ("NO", "PO", "RO) and upgrade to perform instructional OJT training. When acting in this training capacity, this position will be upgraded for any day or portion thereof in which they perform this function. Effective October 1, 2014, the pay rate for this upgrade will be \$1.85 and this amount will increase by the same percentage as any general wage increase provided.

Effective October 1, 2014 all employees in Operator classifications who have completed Initial Fire Brigade training and who maintain qualifications as Fire Brigade members will receive additional pay of \$1.06 per hour and this amount will increase by the same percentage as any general wage increase provided.

A.4. No regular full-time employee hired on or before October 1, 1996 shall have his or her rate of pay reduced because of bumping, staffing reductions, job eliminations, contracting out or reassignment of work. However, any individual so affected will not be eligible to receive any general pay rate increases except for progression pay until the job he or she is performing equals or exceeds his or her protected rate of pay.

B. Payment of wages shall be on a bi-weekly basis. Payment will normally be distributed on Friday. When Friday is a Holiday, payment will normally be distributed in advance of the Holiday.

ARTICLE VII

VACATIONS - LEAVES OF ABSENCE

A.1. An employee who completes one year of service on or before December 15 of the current calendar year shall be granted a vacation of one (1) week with pay.

A.2. An employee who completes or is expected to complete two (2) or more years of service during the current calendar year shall be granted a vacation of two (2) weeks with pay.

A.3. Effective in 1976 and each year thereafter, an employee who completes, or is expected to complete, eight (8) years of service during the current calendar year shall be granted a vacation of three (3) weeks with pay. Effective in 2006 and each year thereafter, an employee who completes, or is expected to complete, five (5) years of service during the current calendar year shall be granted a vacation of three (3) weeks with pay.

A.4. Effective in 1982 and each year thereafter, an employee who completes or is expected to complete, fifteen (15) or more years of service during the current calendar year shall be granted a vacation of four (4) weeks with pay.

A.5. Effective in 1983 and each year thereafter, an employee who completes or is expected to complete twenty-three (23) or more years of service during the current calendar year shall be granted a vacation of five (5) weeks with pay.

A.6. Employees hired on or before October 1, 2001, who completes or is expected to complete thirty-two (32) or more years of service during the current calendar year shall be granted a vacation of six (6) weeks with pay.

B.1. Should a holiday be observed while an employee is on vacation, he shall be entitled to an additional day off with pay at the beginning or end of his vacation, or if such should be impractical, the additional day may be taken at a later date.

B.2. If an employee becomes ill or is injured after his last work period prior to his scheduled vacation and if the Company is notified of such illness or injury prior to the start of the first regularly scheduled basic workday for which he is to receive vacation pay, and it is determined that the illness or injury was in no way connected with his vacation, the vacation shall be rescheduled.

If death in the family occurs during this same period, and the Company receives notification as above, the vacation shall be rescheduled.

If death in the family occurs after the start of the first regularly scheduled basic workday for which the employee is to receive vacation pay, death in the family benefits will be paid in accordance with Article VII, I.1.

C. Vacations will normally be taken within a single period, with the exception of all periods beyond two (2) weeks. If an employee desires to split his vacation, application should be made to the supervisor and the request will be approved wherever possible. Selection of vacation period shall be based on the employee's length of continuous service. Vacations shall not be cumulative from year to year except that an employee who cannot take his vacation because he is off sick shall be entitled to his vacation upon reporting to duty.

D. The normal vacation period for the first two (2) weeks vacation shall be between May 1 and September 30. At the wish of the employee, vacations may also be taken outside of the normal vacation period.

E. Vacation schedules for each occupational group shall be posted on bulletin boards not later than April 1 of each year. These schedules will be arranged in conformity with the wishes of the employees within the limits of reasonable operating procedures, but when these schedules have been set, they shall not be changed without the permission of the employee involved.

The Company will allow back-to-back year-end scheduled vacation insofar as it does not violate present vacation rules and is consistent with good operating practices. In order to qualify for any additional vacation, the employee must work at least one day in the new year.

Effective October 1, 1981, an employee retiring may elect to receive his unused vacation entitlement in the form of an allowance. This allowance will be included in the employee's final pay.

F. An employee who has qualified for a vacation and who leaves the service of the Company for any reason other than discharge for willful misconduct shall be granted a vacation if taken before the date of separation or be given vacation pay if he works up to the date of separation, provided, however, that an employee who resigns without giving the proper notice shall not be granted a vacation or given vacation pay. By "proper notice" is meant that the employee shall have informed the Company sufficiently in advance so that he shall work at least two (2) weeks before the termination of his service with the Company. The Company shall inform the Local Union of employees who have given notice of resignation.

G.1 An employee who is elected or appointed to serve as representative for Local 29 shall, after reasonable notice to the Company, be granted a leave of absence without pay during his term of office, and shall continue to accumulate seniority throughout the leave of absence. Upon termination of his duties he shall be reinstated in his former position provided he is physically able to perform the work and it has not been eliminated. If the position has been eliminated, or he is physically unable to perform the work, he shall be treated according to the provisions of Article IV, Section J, provided he is physically able to perform the work assigned to him. Further, said representative will be eligible to participate, at the Union's expense, in the Company's Health Care, Life Insurance and Pension Plans, so long as each is on full-time leave of absence under this paragraph. The Company will submit a bill to the Union at least thirty (30) days prior to the start of the quarter for which coverage under a plan is requested. Payment must be received by the Company prior to the start of each such quarter or coverage shall terminate as to the Health Care and Life Insurance Plans, and no earnings shall be credited as to the Pension Plan.

G.2. Effective October 1, 2014 through September 30, 2018, four (4) part-time Union Officers shall each be granted up to one hundred and twenty (120) "paid" hours per year to conduct the affairs of their Local Union. The Union will reimburse the Company, on a quarterly basis, for all wages and overheads (Social Security, Medicare, 401(k) match, and pension) associated with the above Union officers' "paid" time. An example of such overheads include, but is not limited to ICP and 401(k) Bonus Match. The Union will designate the four (4) officers before the first working day of each year.

H. Employees who are selected by their Local Unions to serve as accredited delegates to conventions or similar meetings shall, after reasonable notice to the Company, be granted a leave of absence without pay for sufficient time for this purpose.

I.1. Time off on an employee's basic workday within the basic five (5) day work week, without loss of pay, shall be granted to an employee having six (6) months or more of service in event of a death as follows: Where the deceased was the father, mother, father-in-law, mother-in-law, brother, sister, husband, wife, or child of the employee, the employee shall be given the time off between the time of death and the first day following burial up to a maximum of four (4) basic scheduled days so that he may make arrangements for the funeral and attend the services. This provision will apply where the deceased was the stepfather or stepmother of the employee, provided the actual relationship between the employee and the deceased approximated that of a father or mother. Effective October 1, 1988, the stepchild of the employee will be added to this provision.

I.2. Employees are granted time off with pay for attendance in court for jury duty or being subpoenaed as a witness.

J. An employee after one (1) year of continuous service shall be granted a leave of absence without pay after reasonable notice to the Company, provided that the conditions of work at the time are such that his service can be spared. During these leaves of absence, his seniority shall accumulate. If an employee overstays such leave, or if he accepts employment elsewhere during such leave, without consent of the Company, his employment with the Company shall be deemed to have terminated as of the date of his leave.

K. The Company has a Military Leave of Absence Program that is outlined in the FirstEnergy Compensation & Benefits Handbook. Participation in the Program will be in accordance with the specific terms and conditions as stated in the Handbook, as amended from time to time.

L. If it is necessary for an employee to immediately donate blood for a member of his immediate family or another employee, or a member of his family, such time off shall be granted without loss of basic scheduled time.

ARTICLE VIII

EMPLOYEE BENEFITS

A. The present Separation Allowance Plan will be continued in effect.

B.1.(a) The present Trusteed Pension Plan (Part F of the FirstEnergy Corp. Master Pension Plan) will be continued, with an amendment effective October 1, 2014 to provide annual benefits thereunder for each eligible employee carried on the Company's payroll on or after October 1, 2014 or retiring on October 1, 2014, at 1.4% of the average gross annual earnings of such employee for the five years with the highest earnings beginning with the year 2008 and going backwards, multiplied by the number of years or fractions of years of service as of December 31st for the most recent year prior to 2009 with the highest earnings. That amount shall be added to 1.4% of gross earnings of such employee for the years and fractions of years of continuous service after the most recent year with the highest earnings as determined above. The Company and the Union agree in the event the above changes have a negative effect on an employee's benefit, the employee may waive the above improvements relating to updating past service and elect a benefit calculated on the September 30, 2014 method of benefit calculations.

B.1.(b) The present Trusteed Pension Plan (Part F of the FirstEnergy Corp. Master Pension Plan) will be continued, with an amendment effective October 1, 2015 to provide annual benefits thereunder for each eligible employee carried on the Company's payroll on or after October 1, 2015 or retiring on October 1, 2015, at 1.4% of the average gross annual earnings of such employee for the five years with the highest earnings beginning with the year 2009 and going backwards, multiplied by the number of years or fractions of years of service as of December 31st for the most recent year prior to 2010 with the highest earnings. That amount shall be added to 1.4% of gross earnings of such employee for the years and fractions of years of continuous service after the most recent year with the highest earnings as determined above. The Company and the Union agree in the event the above changes have a negative effect on an employee's benefit, the employee may waive the above improvements relating to updating past service and elect a benefit calculated on the September 30, 2015 method of benefit calculations.

B.1.(c) The present Trusteed Pension Plan (Part F of the FirstEnergy Corp. Master Pension Plan) will be continued, with an amendment effective October 1, 2016 to provide annual benefits thereunder for each eligible employee carried on the Company's payroll on or after October 1, 2016 or retiring on October 1, 2016, at 1.4% of the average gross annual earnings of such employee for the five years with the highest earnings beginning with the year 2010 and

going backwards, multiplied by the number of years or fractions of years of service as of December 31st for the most recent year prior to 2011 with the highest earnings. That amount shall be added to 1.4% of gross earnings of such employee for the years and fractions of years of continuous service after the most recent year with the highest earnings as determined above. The Company and the Union agree in the event the above changes have a negative effect on an employee's benefit, the employee may waive the above improvements relating to updating past service and elect a benefit calculated on the September 30, 2016 method of benefit calculations.

B.1.(d) The present Trusteed Pension Plan (Part F of the FirstEnergy Corp. Master Pension Plan) will be continued, with an amendment effective October 1, 2017 to provide annual benefits thereunder for each eligible employee carried on the Company's payroll on or after October 1, 2017 or retiring on October 1, 2017, at 1.4% of the average gross annual earnings of such employee for the five years with the highest earnings beginning with the year 2011 and going backwards, multiplied by the number of years or fractions of years of service as of December 31st for the most recent year prior to 2012 with the highest earnings. That amount shall be added to 1.4% of gross earnings of such employee for the years and fractions of years of continuous service after the most recent year with the highest earnings as determined above. The Company and the Union agree in the event the above changes have a negative effect on an employee's benefit, the employee may waive the above improvements relating to updating past service and elect a benefit calculated on the September 30, 2017 method of benefit calculations.

B.2 All costs in maintaining the Pension Plan will be borne by the Company.

B.3. Effective October 1, 1971, appropriate changes shall be made, subject to the usual United States Treasury approval, to the Pension Plan to provide for a disability benefit.

B.4. (a) Effective October 1, 1973, appropriate changes shall be made, subject to the usual United States Treasury approval, to the Pension Plan to provide for a one (1) year waiting period from the date of selection of an optional form of benefit to the effective date of the optional form of benefit.

B.4. (b) Effective March 1, 2002, appropriate changes shall be made, subject to the usual United States Treasury approval, to the Pension Plan to eliminate the one-year (1) waiting period from the date of selection of an optional form of benefit to the effective date of the optional form of benefit.

B.5. Effective October 1, 1988, subject to the usual United States Treasury approval, the Company has amended the Trusteed Pension Plan to provide for early retirement at age 60, and a five percent (5%) reduction per year for each year prior to age 60.

B.6 The Pension Plan shall be further amended effective January 1, 2009 to provide the following benefits to employees represented by the Union who were hired prior to January 1, 2006:

a.) A Pre-Retirement Survivor's Benefit payable to the beneficiary of an active employee who has at least 10 years of service, or a retired employee eligible to commence their benefit. The monthly benefit will be paid for the remainder of the beneficiary's life and will begin on the first day of the month following the employee's death. The benefit shall be equal to what the employee would have been entitled to if the first day of the month following the date of his death had been his benefit commencement date and such benefit had been paid in the form of the 100% Joint and Survivor Annuity Option reduced for early retirement, but no greater than 25%.

b.) A Qualified Pre-Retirement Survivor Annuity Benefit payable to the beneficiary of an active employee or a terminated married Participant who is vested but dies before becoming eligible for the Pre-Retirement Survivor's Benefit. This monthly benefit can commence no earlier than the first day of the month following the date on which the deceased Participant would have attained Age fifty-five (55) if he had survived and is paid for the remainder of the beneficiary's life. The amount of monthly income payable to the beneficiary shall be equal to the benefit to which

the deceased employee would have been entitled to if the first day of the month following the date of death had been their benefit commencement date and such benefit are in the form of the 100% Joint and Survivor Annuity Option reduced for early retirement, but no greater than 25%.

B.7. Effective January 1, 2006, the Company shall amend the Retirement Plan to provide a participant the normal and optional forms of post-retirement benefit. As appropriate, benefits payable under these forms of benefit shall be actuarially adjusted to account for both the participant's and beneficiary's age. The amount of adjustment shall be based on the actuarial tables in effect for the FirstEnergy Corp. Pension Plan. The normal and optional forms of post-retirement benefits and the actuarial tables will be incorporated into the Pension Plan document for Local 29 (See Attachment 2).

B.8. No Early Retirement reduction factor shall be applicable to the pension benefit calculated for any Spouse Option in effect under the Retirement Plan for any vested employee who dies in active service on or after October 1, 1985.

B.9. Effective October 1, 1985, there shall be no reduction factor applicable for the survivor protection provided employees by the pre-retirement spousal protection provisions of the Retirement Equity Act (REA).

B.10. Effective October 1, 1994, the early retirement penalty to a qualified survivor of a disabled employee will be eliminated. Qualified survivors of retirees on disability retirement as of October 1, 1994, are also eligible for the elimination of the early retirement penalty.

B. 11. In months that there are retirements from the bargaining unit, the Company will provide Local 29 with a list of those employees who retired that month and show the retirees' address, pension amount, pension option, years of service and the occupation he/she retired from.

B.12. The Pension Plan shall be further amended for employees represented by the Union who are hired on or after January 1, 2006. Those employees shall participate in the FirstEnergy Corp. Master Pension Plan - Part C and LTD Plan as applicable on January 1, 2006 in accordance with the Plan Document.

The Pension Plan shall also be further amended for employees represented by the Union who are hired on or after January 1, 2015. Those employees shall participate in the FirstEnergy Corp. Master Pension Plan - Part L (FirstEnergy Corp. Cash Balance Plan Provisions) as applicable on January 1, 2015 in accordance with the Plan Document.

B.13 The various parts of the Pension Plan (FirstEnergy Corp. Master Pension Plan – Parts F, C and L) as so amended above shall remain in effect and unchanged until January 1, 2019. The Pension Plan as so amended is not subject to demand for change or addition to or negotiation by the Union until 60 days prior to September 30, 2018.

C.1. The Company will have in effect a Flexible Benefits Plan to provide for Medical and Prescription Drug Plans (which may or may not be sponsored by the company), Vision Care, Dental Care, Long Term Disability (LTD), Basic and Supplemental Group Life Insurance, Dependent Life Insurance, Employee and Dependent Accidental Death and Dismemberment Insurance, and Flexible Spending Accounts, as outlined in the FirstEnergy Employee Compensation and Benefits Handbook ("Handbook"). The company will also have in effect Business Travel Accident Insurance, an Adoption Assistance Program, Military Leave and a Catastrophic Assistance & Relief for Employees ("CARE") Program which are also outlined in the Handbook. Except for Dental Care and a Union sponsored Medical and Prescription Drug Plan, participation in the Flexible Benefits Plan ("Flex Plan") for all the other plans identified above, will be in accordance with the specific terms and conditions of the applicable plan, as stated in said Handbook, as amended by the Company from time to time. Employees will have an option annually to enroll or re-enroll into the various options subject to certain provisions contained in the Flex Plan. New employees will be able to participate in the Flex Plan effective the first of the month following their date of employment.

C.2. (a) In lieu of participating in the Company's Health Care Plan portion of the Flex Plan, the Bargaining unit, as a whole, shall have the option of participating in a Health Care Plan sponsored by the International Brotherhood of Electrical Workers Local Union 29 (the "Union Plan"). A third party administrator shall administer the Union Plan. The Company agrees to provide the Third Party Administrator the information required to perform its duties and access to Company facilities for the purpose of meeting with covered employees as required. The Company shall continue to administer COBRA for the Union Plan and contribute premium payments for each employee (at the appropriate coverage level) in the following amounts:

Effective January 1, 2014, the Company's monthly contributions will be as follows:

Single	\$474.53
EE & Ch	\$754.25
EE & Spouse	\$916.58
Family	\$1,198.79

Effective January 1, 2015 and each January 1 through the term of this Agreement, the Company's monthly contributions will be increased by the same percentage as any increase incurred by the Company's Health Care Plan from the previous year.

*Note: In the event the Company's contribution for the Company's Health Care Plan is higher than the amount Local Union #29 members are receiving while participating in a Health Care Plan sponsored by the IBEW Local 29 (The "Union Plan), the members will receive the higher of the two.

C.2. (b) For the Union Plan an employee's pre-tax monthly contribution will be the difference between the company's contribution (see C2(a)) and the actual cost of the appropriate level of coverage for the Union Plan.

C.2. (c) Any contribution made by the Company must be used to cover health care benefits and associated costs. The Union or the third party Administrator must provide documentation regarding the reason for any coverage status change that occurs after the notice date. The Company will adjust its contribution only if the coverage status change is a recognized qualifying event under the terms of the Flexible Benefits Plan, and then the contribution will be adjusted for the appropriate level of coverage as set forth above. The employee must notify the Union, the third Party Administrator and the Company of the occurrence of a qualifying event.

C.2. (d) The company shall make its required monthly contribution (see C2(a)) and the employees' monthly applicable healthcare withholdings, directly to the designated health insurance carrier. The Bargaining Unit shall have the option to withdraw or re-enter the company's Health Care Plan portion of the Flexible Benefits Program effective January 1st of the following year. The Company shall notify the Union of the rates for the Company's Health Care Plan for the following year by September 1. The Union shall notify the Company of its desire to re-enter or withdraw from its plan for the following year, by September 30th.

C.2. (e) Employees, as a whole, will only be eligible to participate in the Company's Health Care Plan if the Union has notified the Company, as set forth above, that it wishes to participate in its plan in lieu of the Union Plan. The Company's Health Care Plan for any year shall be the plan that is set forth in the Handbook, as may be amended from time to time, in the year for which the plan is effective, and at the same employee contribution levels set forth therein.

C.2. (f) If the Union elects to opt out of the Company's Health Care Plan, the parties agree that in the event the Company will be subject to a penalty under the Patient Protection and Affordable Care Act (PPACA), the Company will be able to offer to the employees represented by Local 29 a suitable plan that meets the requirements of the Act and therefore avoids any penalty to the Company.

C.3. Temporary employees carried on the Company's payroll for a period of four (4) or more months shall be eligible to participate in the Health Insurance Plan.

C.4. Effective October 1, 1979 through December 31, 2016, those employees who retire early (prior to age 65) and those employees who, prior to age 62, have been placed on total and permanent disability will be included in the Health Insurance Plan until the employee reaches the age of 65. Any such employee will be charged the applicable retired participant's contribution for the classification under which they are enrolled. In the event that a retired employee should pass away, their spouse and/or eligible dependent shall continue to be included in the Health Insurance Plan until the spouse reaches the age of 65.

Any employee who retires after December 31, 2016 will not be eligible for Company contributions towards retiree health care, nor will they be eligible to participate in a Company plan.

Beginning with the medical plan year of 2017 and each plan year thereafter, for those employees who are enrolled in one of the Company's High Deductible health care plans, the Company agrees to deposit, into the employees' health savings account, \$500 for an individual with single health care coverage and \$1,000 for an individual enrolled in any of FirstEnergy's other tiers of health care coverage. For those employees who are not enrolled in a FirstEnergy High Deductible Health Care plan, the Company will contribute into the employees' 401K retirement account, \$500 for an individual with single health care coverage and \$1,000 for an individual enrolled in any of FirstEnergy's other tiers of health care coverage in the above referenced plan years. Employees are not required to make any contributions in order to receive these Company-provided 401K contributions and such 401K contributions are not eligible for any Company-matching contributions. The contributions will be made by the Company March 31st of each plan year into the applicable account, in accordance with the applicable regulations.

C.5. Dental Care will be as outlined in the Local 29 Dental Plan, as described in the Handbook. An employee electing to participate in the Dental Plan shall pay 100% of the cost of such plan.

C.6. A full-time employee who is performing full duty work as of January 1, 2006 will be covered by the Long-Term Disability Plan (LTD) as provided by the Company. A pre-existing exclusion will exist, however, for any new hire or those employees not actively at work due to illness, injury or not working at a full duty status as of January 1, 2006. In such cases, employees must work thirty (30) consecutive calendar days at full duty in order to be covered by the LTD Plan for any new illness or injury. Pre-existing conditions are covered if disability occurs after twelve (12) months of active employment from the effective date of coverage. Employees unable to return to such full duty status will continue to be eligible for the disability benefit as it exists in the current Pension Plan, in which they participate. Disability benefits under such Plan will be used as an offset against the benefits paid under LTD.

D. The Company's policies with regard to Non-Occupational Illness or Injury shall continue, subject to the following amendments:

1. Effective January 1, 1978, regular employees with continuous service of less than five (5) years will not be paid benefits for the equivalent of two (2) full workdays for any absence exceeding two (2) full workdays and will not be paid benefits for any time lost for any absence of two (2) or less than two (2) full workdays.
2. Effective January 1, 1978, regular employees with continuous service of five (5) years or more but less than (10) ten years will receive full pay for the first occasion in accordance with the terms and conditions of the present Non-Occupational Illness or Injury Plan. For the second occasion and all subsequent occasions during the then current twelve (12)-month period, employees will not be paid for the equivalent of two (2) full workdays and will not be paid benefits for any time lost for any absence of two (2) or less than two (2) full workdays. The current (12) twelve-month period shall be that period immediately preceding the date of the current illness. Partial days shall be charged as occasions. Employees may be excused without pay for partial days if they so request.

E. Effective January 1, 2015, absences qualifying under both Sick Leave and Family and Medical Leave Act shall run concurrently, to the extent permissible by law.

F.1. Effective January 1, 2006, an eligible employee is entitled to Non-Contributory Group Life Insurance equivalent to one (1) times their annual base salary and, in addition, may elect to participate in the Contributory Group Life Insurance Plan. Under the Contributory Life Insurance Plan, an employee may elect to purchase, at the current market rates, up to an additional five (5) times their annual base earnings.

F.2. Those employees who retire during the term of this agreement will received a portion of Basic Group Life Insurance according to the following schedule:

Basic Life Insurance at Retirement			
Retirement Age	% of Coverage Continued	Up to a Maximum of:	Your Cost
55-61	1% Per Full Year of Service	25%	None
62 and older	1-1/2% Per Full Year of Service	50%	None

Retirees may not continue Supplemental coverage through the FirstEnergy system Group Life Insurance Plan. However, retirees may convert to an individual term or whole life policy any portion of their Basic coverage, which has been discontinued, and/or the supplemental coverage in effect when they retire.

G. Upon the attainment of the 5th, 10th, 15th, 20th, 25th, 30th, 35th, 40th, 45th year of service with the Company, each employee will participate in the FirstEnergy Service Award Program.

H. The Disability Allowance Plan effective as of January 1, 1957, and revised December 7, 1961, will be continued in effect.

I.1. Effective January 1, 1989, a 401(k) Plan will be made available to all regular employees. Effective April 1, 2002, the Company shall offer regular employees participation in the FirstEnergy Corp. Savings Plan, as may be amended from time to time.

I.2. Members of Local 29 will be eligible to participate in the FirstEnergy Corp. Incentive Compensations Plan in accordance with the terms and conditions of the Plan document, as may be amended from time to time.

J. Effective March 1, 2002, the Company shall provide employees EAP coverage through the Employee Assistance Plan as described in the Handbook as may be amended from time to time.

K. Effective February 5, 2002, the Company shall make available reimbursement for eligible educational expenses through the FirstEnergy Employee Educational Assistance Plan as described in the FirstEnergy Compensation and Benefits Handbook as may be amended from time to time.

ARTICLE IX GRIEVANCES - ARBITRATION

A. Should any dispute or difference arise between the Company and the Union or its members as to the interpretation, application, or operation of any provision of this Agreement, not specifically settled in said Agreement, both parties shall endeavor to settle these in the simplest and most direct manner. It is understood and agreed that any matter relating to the interpretation of this Agreement or a modification of the terms of this Agreement will be settled only with the Union representatives. The procedure shall be as follows (unless any step or steps thereof are waived, combined, or extended by mutual consent):

(When a number of days is mentioned herein it shall pertain to working days only (exclusive of Saturdays, Sundays,

and holidays.))

B. FIRST: The grievance shall be normally adjusted by direct contact between the employee, with or without a Union representative, and his immediate supervisor. Two Union representatives will be given reasonable time off from their regular schedule for presentation of the step one grievance. If the grievance is not settled to the mutual satisfaction of the parties within three (3) days after its presentation to the employee's immediate supervisor, then:

C. SECOND: The grievance shall be reduced to writing, signed by the party or parties affected, and presented, within forty-five (45) days after the event giving rise to the grievance becomes known to the party or parties affected, to the manager or department head of the employee or employees affected who shall arrange a meeting between the appropriate Company and Union representatives within ten (10) days after receipt of the written grievance. The company representative at the step two meeting shall give a written answer within ten (10) days after the meeting. One grievant and two (2) Union Representatives will be given reasonable time off from their regular schedule for presentation of the grievance at second step.

D. THIRD: Between Union representatives and the site Vice President or his designated representative. The Company will pay two Union representatives reasonable time off from their regular schedule for presentation of the grievance at this meeting. A reply will be given within fifteen (15) calendar days and it shall be confirmed in writing within ten (10) days thereafter. If the grievance is not presented in this step within sixty (60) calendar days after the reply was given in the second step, it shall no longer be considered as existing.

E. Should an employee be suspended or discharged he shall be entitled to a hearing, starting with the third step above, and the case shall be disposed of promptly. If it is determined that the suspension or discharge is in violation of the terms of this agreement, the employee shall be restored to his former position and status without loss of pay. In the event the matter is appealed to the fourth step and the specific grievance is not settled in the third step above, the following procedure shall be utilized.

F.1. FOURTH: If the dispute or grievance is not settled in the third step above, either party may refer the matter to Arbitration. The party desiring arbitration shall, within ten (10) days after the reply was given in the third step, inform the other party in writing. Within ten (10) working days after receipt of the appeal to arbitration, a representative of the Union and a representative of the Company will meet and endeavor to agree upon a settlement of the matter in dispute and/or select an arbitrator in accordance with Section F.3 of this Article.

F.2. The arbitrator so selected shall hold a hearing at the earliest possible date, shall review the matter in dispute, and shall make their findings and reach their conclusions as expeditiously as possible. The arbitrator in making findings and reaching conclusions shall confine such findings and conclusions to the matter, which was submitted to the arbitrator in writing. No arbitrator shall have the power to change, add to, or subtract from any of the provisions of this Agreement. The findings made or conclusions reached by the arbitrator shall be submitted to the parties in writing and shall be final and binding upon the parties for the duration of this Agreement.

F.3. In the event the matter is appealed to the fourth step and the specific grievance is not settled by the Company-Union representatives, the following procedure shall be utilized in the selection of the third or impartial arbitrator.

F.3.1. The Company and the Union will select a mutually agreed upon list of no less than six (6) arbitrators. Separate lists will be maintained for discipline and non-discipline cases. If the parties are unable to agree on a complete list, they shall request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a list of 25 qualified arbitrators to complete the list. If the parties cannot mutually agree on the remaining arbitrators, the Company and the Union shall by lot determine the order in which they will strike names and then in order shall alternately strike names from the list until only the required number of names remain. Such selected list shall thereupon constitute the approved list of arbitrators to serve for the balance of this Agreement.

F.3.2. The name of each arbitrator on a mutually agreed upon list, selected in accordance with item 1. of this section shall be placed in a hat and the party desiring arbitration shall pick one name from the hat. The individual whose name is so selected shall act as impartial arbitrator to hear and determine the specific disciplinary grievance.

F.3.3. The same procedure shall be followed in the next specific grievance but the name of the arbitrator selected in the first case shall be omitted from the names of approved arbitrators placed in the hat.

F.3.4. The same procedure shall thereafter be followed in each separate subsequent case until the list is exhausted, after which the procedure as outlined above shall be repeated, unless the Company or the Union desire that a new list of impartial arbitrators be selected, in which event the procedure set forth in paragraph (1) of this section will be followed for the selection of the new list of impartial arbitrators.

F.4. Either party shall have the right to request the removal without challenge, of an arbitrator from the panel. Selection of replacement will be in accordance with (F3).

When an employee has a clear record for three (3) years of no disciplinary action having been taken against him, the Company in imposing discipline on a current charge will not take into account prior disciplinary action, which occurred more than three (3) years previously.

F.5. Expenses of the third arbitrator and all general expenses of the Board shall be borne equally by the parties, but each party shall bear the expense of the arbitrator selected by it.

F.6. Unless otherwise agreed upon before or at the time of the hearing, the arbitration board shall render its decision within thirty (30) days, excluding Saturdays, Sundays, and Holidays, following the hearing or following receipt of the briefs or expiration of the time limit for submission of such briefs, whichever is later.

G. When after full discussion at the Unit level, agreement cannot be reached between the Union and the Company on an established rate for a new or existing Union-represented job, the Company agrees to waive the first two steps of the grievance procedure and proceed to the third step.

H. For Contract negotiations the Company will pay three (3) representatives from the Local for their regular straight-time rate of pay for all time lost from their scheduled work period while so engaged in Negotiations.

I. If either party wishes to discuss matters of mutual concern not involving a grievance, upon written request stating the subject to be discussed, a meeting shall be arranged between the Union's representative(s) and the appropriate representative(s) of the Company. The party receiving such request shall set the date for such meeting within five (5) days after it receives the request, such meeting to be held as promptly as possible, but not later than ten (10) days after receipt of the request. Each party shall designate its representatives to attend the meeting. When the parties mutually agree to meeting under this Section, the Company will pay up to three (3) employees, designated by the Union, for time lost during their regular scheduled work period while attending the meeting. If a response is necessitated as a result of said meeting, the party obligated to make a response shall give a written response within fifteen (15) days. The designated time period for a written response may be extended by written mutual consent.

ARTICLE X NO STRIKE - NO LOCKOUT

The Company will not engage in any lockout during the terms of this Agreement.

The Union will not authorize any strike during the term of this Agreement and the Union and the employees shall not participate in or encourage any strike, interference with production, or refusal to carry out work assignments.

The Union and its representatives will make a sincere active effort to prevent any strike or interference with

production and if any employees engage in any strike, interference with production, or refusal to carry out work assignments during the terms of this Agreement, the Union and its representatives will forthwith make a sincere active effort to have work resumed at the normal rate, and if the Union and its representatives take such action there shall be no further liability upon the Union and its representatives for such incidents. Should such strike, interference with production, or refusal to carry out work assignments then continue, the employee participating therein shall be subject to discipline or discharge.

ARTICLE XI PERIOD OF AGREEMENT

The provisions of this Agreement shall be placed in effect by the Union and the Company as soon as possible after the execution hereof, and the Agreement shall be considered to be effective, except as otherwise herein provided, from October 1, 2014, to September 30, 2018, and from year to year thereafter unless either party shall have given written notice to the other of its desire to modify or terminate the Agreement at least sixty (60) days prior to September 30 in any subsequent year.

ARTICLE XII DRUG FREE WORKPLACE

Fifty percent (50%) of total employees at the Beaver Valley Power Station will be tested on a yearly basis. Nuclear will maintain the fifty percent (50%) testing based on the Federal Register.

1. An Employee's first positive drug test will result in a thirty (30) day suspension and he/she must enter and successfully complete rehabilitation. Failure to enter or successfully complete rehabilitation will result in immediate termination.

There will be a three (3) year period that the employee will be subject to periodic drug testing. If tested positive for any reason in that three (3) year period, the employee will be terminated immediately.

2. An Employee's second positive drug test subsequent to No. 1 will result in a sixty (60) day suspension and he/she must enter and successfully complete rehabilitation. For employees where access to Nuclear is required, access will be denied in accordance with Nuclear Directive No. 45. Failure to enter or successfully complete rehabilitation will result in immediate termination.

There will be a three (3) year period that the employee will be subjected to periodic drug testing. If tested positive for any reason in that three (3) year period, the employee will be terminated immediately.

3. An Employee who tests positive for a third time will be immediately terminated.

4. Employees tested positive under "for cause" testing will be treated as above.

5. The Company will maintain a split sample of all employees tested.

6. The drugs and levels listed below are the only drug and levels to be used unless changed by Federal or State Regulations.

DRUGS	INITIAL VALUES	CONFIRMATION
Marijuana Metabolites	100	15
Cocaine Metabolites	300	150
Opiates	300	300

Phencyclidine	25	25
Amphetamines	1000	500

Alcohol will not be part of this agreement except in Nuclear or when required by Federal/State Regulations, or as part of “for cause testing.”

WITNESS the due execution hereof this 23rd day of September, 2014

FOR THE COMPANY:

FOR THE UNION:

Melisse Boyd	Date
Labor Relations on behalf of FENOC	

Jeffrey R. Davis Date _____
Business Manager
IBEW Local 29

Eric Larson
Vice President
Beaver Valley Nuclear Power Plant

Jim Britsch _____ Date _____
Asst. Business Manager / President
IBEW Local 29

Dawn Laitres
Manager, Site Human Resources
Beaver Valley Nuclear Power Plant

Glenn Camp Senior Business Representative IBEW Local 29	Date
---	------

Thomas Saska Date
Supt., Nuc Electrical Maintenance
Beaver Valley Nuclear Power Plant

Ray Wacker	Date
Executive Board	
IBEW Local 29	

William Blazier
Chief Steward Operations
IBEW Local 29

Joseph Kristian
Chief Steward, Rad Protection
IBEW Local 29

Exhibit A
Bargaining Unit No. 1
BEAVER VALLEY POWER STATION

<u>Job Title</u>	<u>Job Step</u>
Reactor Operator	0.1
Nuclear Operator	0.2 (8 Steps)
Plant Operator	9.5/9.3
Auxiliary Equipment Operator	0.4 (4 Steps)
Nuclear Electrical Technician-FIN	9.5
Nuclear Mechanical Technician-FIN	9.5
Nuclear Instrument & Control Technician-FIN	9.5
Nuclear Instrument & Control Technician-I/C Shift	9.5/9.3
Nuclear Instrument & Control Technician-2/C Shift	7.3
Nuclear Instrument & Control Technician Apprentice-Shift	5
Radiation Technician -FIN	9.0
Master Nuclear Mechanical Technician-Shift	9.5
Nuclear Mechanical Technician-Shift	9.3/ 9.1
Nuclear Mechanical Technician-2/C Shift	7.3
Nuclear Mechanical Technician Apprentice-Shift	5
Master Nuclear Electrical Technician-Shift	9.5
Nuclear Electrical Technician-Shift	9.3/ 9.1
Nuclear Electrical Technician-2/C Shift	7.3
Nuclear Electrical Technician Apprentice-Shift	5
Mobile Maintenance Utility Worker	4
Tool Room Attendant	6.1
Driver Helper	3.3
Nuclear House & Yard Laborer-Shift	2
Nuclear House & Yard Laborer-Scheduled	1
Stockman	5
Senior Electronic Technician	9.5
Electronic Technician - 1/C	8.8
Electronic Technician - 2/C	5.2
Senior Auto Control Tech	9.5
Nuclear Auto Control Tech - 1/C	9.1
Nuclear Auto Control Tech - 2/C	7.3
Lead Radiation Technician	9.3
Radiation Technician - 1/C	8.9
Radiation Technician - 2/C	6

EXHIBIT A-1

FirstEnergy Nuclear Operating Companies
Wage Schedule Effective October 1, 2014

Bargaining Unit No. 1

STEP	START	1ST	2ND	3RD	4TH	5TH	6TH	7TH	8TH	
01									\$44.49	*
02		\$34.52	\$37.45	\$38.50	\$38.79	\$39.03	\$39.44	\$39.71	\$40.11	*
03		\$34.87	\$35.40	\$35.95	\$36.47	\$37.00	\$37.52			
04		\$32.02	\$32.54	\$32.66	\$33.00					
1	** \$19.82	\$21.12	\$21.73							
2		\$23.37	\$23.68	\$23.89						
3		\$23.37	\$23.80	\$24.61	\$24.97	\$25.70				
3.1		\$24.61	\$24.97	\$25.70						
3.2		\$24.97	\$25.40	\$25.70						
3.3		\$24.97	\$25.70	\$26.44						
3.4		\$25.84	\$26.25	\$26.44						
4		\$26.43	\$26.91	\$27.35						
4.1		\$26.43	\$26.91	\$27.35	\$27.78	\$28.29				
5		\$28.29	\$28.79	\$29.03						
5.05		\$28.29	\$28.79	\$29.03	\$29.57					
5.1		\$28.29	\$28.79	\$29.03	\$29.57	\$30.33				
5.2		\$28.07	\$28.79	\$29.57	\$30.47	\$31.31				
5.3		\$29.03	\$29.57	\$30.33	\$30.70	\$31.31				
6		\$30.33	\$30.71	\$31.31						
6.1		\$30.54	\$31.56	\$32.58						
7		\$30.71	\$31.40	\$32.02	\$32.77	\$33.11				
7.1		\$31.31	\$31.52	\$32.02	\$32.77	\$33.11				
7.2		\$32.02	\$32.77	\$33.11						
7.3		\$32.88	\$33.19	\$33.53						
7.4		\$32.88	\$33.19	\$33.53	\$33.63					
8		\$31.52	\$32.77	\$33.74	\$34.52	\$35.70				
8.1		\$32.77	\$33.26	\$33.74	\$34.52	\$35.70				
8.2		\$33.74	\$34.52	\$35.70						
8.3		\$34.32	\$34.89	\$35.97						
8.8		\$33.74	\$34.52	\$35.70	\$36.01	\$36.55				
8.9		\$35.70	\$36.01	\$36.55						
9		\$36.01	\$36.55	\$36.76						
9.05		\$36.36	\$37.02	\$37.23						
9.1		\$36.55	\$37.39	\$38.14						
9.2		\$37.04	\$37.78	\$38.66						
9.3		\$37.39	\$38.26	\$39.03						
9.4		\$40.73								
9.5		\$40.97								

*ACTIVE LICENSE BONUS \$5.20

**THE TWELVE (12) MONTH PROBATIONARY PERIOD FOR STEP 1 SHALL BE PAID
AT THE RATE OF \$19.82 PER HOUR

EXHIBIT A-2

FirstEnergy Nuclear Operating Companies
Wage Schedule Effective October 1, 2015

STEP	Bargaining Unit No. 1								
	START	1ST	2ND	3RD	4TH	5TH	6TH	7TH	8TH
01									\$45.60 *
02		\$35.38	\$38.39	\$39.46	\$39.76	\$40.01	\$40.43	\$40.70	\$41.11 *
03		\$35.74	\$36.29	\$36.85	\$37.38	\$37.93	\$38.46		
04		\$32.82	\$33.15	\$33.48	\$33.83				
1	** \$20.32	\$21.65	\$22.27						
2		\$23.95	\$24.27	\$24.49					
3		\$23.95	\$24.40	\$25.23	\$25.59	\$26.34			
3.1		\$25.23	\$25.59	\$26.34					
3.2		\$25.59	\$26.04	\$26.34					
3.3		\$25.59	\$26.34	\$27.10					
3.4		\$26.49	\$26.91	\$27.10					
4		\$27.09	\$27.58	\$28.03					
4.1		\$27.09	\$27.58	\$28.03	\$28.47	\$29.00			
5		\$29.00	\$29.51	\$29.76					
5.05		\$29.00	\$29.51	\$29.76	\$30.31				
5.1		\$29.00	\$29.51	\$29.76	\$30.31	\$31.09			
5.2		\$28.77	\$29.51	\$30.31	\$31.23	\$32.09			
5.3		\$29.76	\$30.31	\$31.09	\$31.47	\$32.09			
6		\$31.09	\$31.48	\$32.09					
6.1		\$31.30	\$32.35	\$33.39					
7		\$31.48	\$32.19	\$32.82	\$33.59	\$33.94			
7.1		\$32.09	\$32.31	\$32.82	\$33.59	\$33.94			
7.2		\$32.82	\$33.59	\$33.94					
7.3		\$33.70	\$34.02	\$34.37					
7.4		\$33.70	\$34.02	\$34.37	\$34.47				
8		\$32.31	\$33.59	\$34.58	\$35.38	\$36.59			
8.1		\$33.59	\$34.09	\$34.58	\$35.38	\$36.59			
8.2		\$34.58	\$35.38	\$36.59					
8.3		\$35.18	\$35.76	\$36.87					
8.8		\$34.58	\$35.38	\$36.59	\$36.91	\$37.46			
8.9		\$36.59	\$36.91	\$37.46					
9		\$36.91	\$37.46	\$37.68					
9.05		\$37.27	\$37.95	\$38.16					
9.1		\$37.46	\$38.32	\$39.09					
9.2		\$37.97	\$38.72	\$39.63					
9.3		\$38.32	\$39.22	\$40.01					
9.4		\$41.75							
9.5		\$41.99							

*ACTIVE LICENSE BONUS \$5.20

**THE TWELVE (12) MONTH PROBATIONARY PERIOD FOR STEP 1 SHALL BE PAID
AT THE RATE OF \$20.32 PER HOUR

EXHIBIT A-3

FirstEnergy Nuclear Operating Companies
Wage Schedule Effective October 1, 2016

STEP	Bargaining Unit No. 1								
	START	1ST	2ND	3RD	4TH	5TH	6TH	7TH	8TH
01									\$46.74 *
02		\$36.26	\$39.35	\$40.45	\$40.75	\$41.01	\$41.44	\$41.72	\$42.14 *
03		\$36.63	\$37.20	\$37.77	\$38.31	\$38.88	\$39.42		
04		\$33.64	\$33.98	\$34.32	\$34.68				
1	** \$20.83	\$22.19	\$22.83						
2		\$24.55	\$24.88	\$25.10					
3		\$24.55	\$25.01	\$25.86	\$26.23	\$27.00			
3.1		\$25.86	\$26.23	\$27.00					
3.2		\$26.23	\$26.69	\$27.00					
3.3		\$26.23	\$27.00	\$27.78					
3.4		\$27.15	\$27.58	\$27.78					
4		\$27.77	\$28.27	\$28.73					
4.1		\$27.77	\$28.27	\$28.73	\$29.18	\$29.73			
5		\$29.73	\$30.25	\$30.50					
5.05		\$29.73	\$30.25	\$30.50	\$31.07				
5.1		\$29.73	\$30.25	\$30.50	\$31.07	\$31.87			
5.2		\$29.49	\$30.25	\$31.07	\$32.01	\$32.89			
5.3		\$30.50	\$31.07	\$31.87	\$32.26	\$32.89			
6		\$31.87	\$32.27	\$32.89					
6.1		\$32.08	\$33.16	\$34.22					
7		\$32.27	\$32.99	\$33.64	\$34.43	\$34.79			
7.1		\$32.89	\$33.12	\$33.64	\$34.43	\$34.79			
7.2		\$33.64	\$34.43	\$34.79					
7.3		\$34.54	\$34.87	\$35.23					
7.4		\$34.54	\$34.87	\$35.23	\$35.33				
8		\$33.12	\$34.43	\$35.44	\$36.26	\$37.50			
8.1		\$34.43	\$34.94	\$35.44	\$36.26	\$37.50			
8.2		\$35.44	\$36.26	\$37.50					
8.3		\$36.06	\$36.65	\$37.79					
8.8		\$35.44	\$36.26	\$37.50	\$37.83	\$38.40			
8.9		\$37.50	\$37.83	\$38.40					
9		\$37.83	\$38.40	\$38.62					
9.05		\$38.20	\$38.90	\$39.11					
9.1		\$38.40	\$39.82	\$40.07					
9.2		\$38.92	\$39.69	\$40.62					
9.3		\$39.28	\$40.20	\$41.01					
9.4		\$42.79							
9.5		\$43.04							

*ACTIVE LICENSE BONUS \$5.20

**THE TWELVE (12) MONTH PROBATIONARY PERIOD FOR STEP 1 SHALL BE PAID
AT THE RATE OF \$20.83 PER HOUR

EXHIBIT A-3

FirstEnergy Nuclear Operating Companies
Wage Schedule Effective October 1, 2017

			Bargaining Unit No. 1								
STEP			START	1ST	2ND	3RD	4TH	5TH	6TH	7TH	8TH
01											\$47.91 *
02				\$37.17	\$40.33	\$41.46	\$41.77	\$42.04	\$42.48	\$42.76	\$43.19 *
03				\$37.55	\$38.13	\$38.71	\$39.27	\$39.85	\$40.41		
04				\$34.48	\$34.83	\$35.18	\$35.55				
1	**	\$21.35	\$22.74	\$23.40							
2			\$25.16	\$25.50	\$25.73						
3			\$25.16	\$25.64	\$26.51	\$26.89	\$27.68				
3.1			\$26.51	\$26.89	\$27.68						
3.2			\$26.89	\$27.36	\$27.68						
3.3			\$26.89	\$27.68	\$28.47						
3.4			\$27.83	\$28.27	\$28.47						
4			\$28.46	\$28.98	\$29.45						
4.1			\$28.46	\$28.98	\$29.45	\$29.91	\$30.47				
5			\$30.47	\$31.01	\$31.26						
5.05			\$30.47	\$31.01	\$31.26	\$31.85					
5.1			\$30.47	\$31.01	\$31.26	\$31.85	\$32.67				
5.2			\$30.23	\$31.01	\$31.85	\$32.81	\$33.71				
5.3			\$31.26	\$31.85	\$32.67	\$33.07	\$33.71				
6			\$32.67	\$33.08	\$33.71						
6.1			\$32.88	\$33.99	\$35.08						
7			\$33.08	\$33.81	\$34.48	\$35.29	\$35.66				
7.1			\$33.71	\$33.95	\$34.48	\$35.29	\$35.66				
7.2			\$34.48	\$35.29	\$35.66						
7.3			\$35.40	\$35.74	\$36.11						
7.4			\$35.40	\$35.74	\$36.11	\$36.21					
8			\$33.95	\$35.29	\$36.33	\$37.17	\$38.44				
8.1			\$35.29	\$35.81	\$36.33	\$37.17	\$38.44				
8.2			\$36.33	\$37.17	\$38.44						
8.3			\$36.96	\$37.57	\$38.73						
8.8			\$36.33	\$37.17	\$38.44	\$38.78	\$39.36				
8.9			\$38.44	\$38.78	\$39.36						
9			\$38.78	\$39.36	\$39.59						
9.05			\$39.16	\$39.87	\$40.09						
9.1			\$39.36	\$40.26	\$41.07						
9.2			\$39.89	\$40.68	\$41.64						
9.3			\$40.26	\$41.21	\$42.04						
9.4			\$43.86								
9.5			\$44.12								

*ACTIVE LICENSE BONUS \$5.20

**THE TWELVE (12) MONTH PROBATIONARY PERIOD FOR STEP 1 SHALL BE PAID
AT THE RATE OF \$21.35 PER HOUR

Exhibit A
 BEAVER VALLEY POWER STATION
 Bargaining Unit No. 2

<u>Title</u>	<u>Job Step</u>
Head File and Records Clerk-FIN	10
Design Technician	12
Business Services Clerk	12
Business Services A/P Clerk	10
Head File and Records Clerk	9
Material Expeditor	9
Supply Chain Clerk	9
General Clerk	8
Nuclear Drawing and Records Clerk	8
Senior Clerk	7
Micrographics & Reprographics Clerk	6
File and Records Clerk	5
Nuclear Intermediate Clerk	5
Mail Car Driver	2
Technician A	11
Technician B	8
Technician C	5
Storekeeper	8
Storekeeper B	7
Chemical Analyst	8.5/10

EXHIBIT A-1

FirstEnergy Nuclear Operating Company

Wage Schedule Effective October 1, 2014

At Annual Intervals

STEP	MIN	1ST	2ND	3RD	4TH	5TH
1	\$2,643	\$2,809	\$3,031			
2	\$2,974	\$3,140	\$3,326	\$3,572		
3	\$3,140	\$3,326	\$3,572	\$3,676	\$3,903	
4	\$3,326	\$3,572	\$3,676	\$3,903	\$4,282	
5	\$3,572	\$3,676	\$3,903	\$4,282	\$4,658	
6	\$3,676	\$3,903	\$4,282	\$4,658	\$5,020	
7	\$3,903	\$4,282	\$4,658	\$5,020	\$5,410	
8	\$4,282	\$4,658	\$5,020	\$5,410	\$5,760	
8.5	\$4,519	\$4,895	\$5,255	\$5,647	\$5,995	
9	\$4,658	\$5,020	\$5,410	\$5,760	\$6,226	
10	\$4,920	\$5,215	\$5,598	\$5,990	\$6,356	\$6,645
11	\$5,215	\$5,410	\$5,760	\$6,176	\$6,645	\$7,123
12	\$5,410	\$5,760	\$6,176	\$6,645	\$7,123	\$7,538
12.1	\$5,410	\$5,820	\$6,176	\$6,645	\$7,123	\$7,738
13	\$5,760	\$6,176	\$6,645	\$7,123	\$7,538	\$8,013
14	\$6,176	\$6,645	\$7,123	\$7,538	\$8,013	\$8,623

EXHIBIT A-2

FirstEnergy Nuclear Operating Company

Wage Schedule Effective October 1, 2015

Bargaining Unit No. 2

At Annual Intervals

STEP	MIN	1ST	2ND	3RD	4TH	5TH
1	\$2,709	\$2,879	\$3,107			
2	\$3,048	\$3,219	\$3,409	\$3,661		
3	\$3,219	\$3,409	\$3,661	\$3,768	\$4,001	
4	\$3,409	\$3,661	\$3,768	\$4,001	\$4,389	
5	\$3,661	\$3,768	\$4,001	\$4,389	\$4,774	
6	\$3,768	\$4,001	\$4,389	\$4,774	\$5,146	
7	\$4,001	\$4,389	\$4,774	\$5,146	\$5,545	
8	\$4,389	\$4,774	\$5,146	\$5,445	\$5,904	
8.5	\$4,632	\$5,017	\$5,386	\$5,788	\$6,145	
9	\$4,774	\$5,146	\$5,545	\$5,904	\$6,382	
10	\$5,043	\$5,345	\$5,738	\$6,140	\$6,515	\$6,811
11	\$5,345	\$5,545	\$5,904	\$6,330	\$6,811	\$7,301
12	\$5,545	\$5,904	\$6,330	\$6,811	\$7,301	\$7,726
12.1	\$5,545	\$5,966	\$6,330	\$6,811	\$7,301	\$7,931
13	\$5,904	\$6,630	\$6,811	\$7,301	\$7,726	\$8,213
14	\$6,330	\$6,811	\$7,301	\$7,726	\$8,213	\$8,839

EXHIBIT A-2

FirstEnergy Nuclear Operating Company

Wage Schedule Effective October 1, 2016

Bargaining Unit No. 2

At Annual Intervals

STEP	MIN	1ST	2ND	3RD	4TH	5TH
1	\$2,777	\$2,951	\$3,185			
2	\$3,124	\$3,299	\$3,494	\$3,753		
3	\$3,299	\$3,494	\$3,753	\$3,862	\$4,101	
4	\$3,494	\$3,753	\$3,862	\$4,101	\$4,499	
5	\$3,753	\$3,862	\$4,101	\$4,499	\$4,893	
6	\$3,862	\$4,101	\$4,499	\$4,893	\$5,275	
7	\$4,101	\$4,499	\$4,893	\$5,275	\$5,684	
8	\$4,499	\$4,893	\$5,275	\$5,684	\$6,052	
8.5	\$4,478	\$5,142	\$5,521	\$5,933	\$6,299	
9	\$4,893	\$5,275	\$5,684	\$6,052	\$6,542	
10	\$5,169	\$5,479	\$5,881	\$6,294	\$6,678	\$6,981
11	\$5,479	\$5,684	\$6,052	\$6,488	\$6,981	\$7,484
12	\$5,684	\$6,052	\$6,488	\$6,981	\$7,484	\$7,919
12.1	\$5,684	\$6,115	\$6,488	\$6,981	\$7,484	\$8,129
13	\$6,052	\$6,488	\$6,981	\$7,484	\$7,919	\$8,418
14	\$6,488	\$6,981	\$7,484	\$7,919	\$8,418	\$9,060

EXHIBIT A-2

FirstEnergy Nuclear Operating Company

Wage Schedule Effective October 1, 2017

Bargaining Unit No. 2

At Annual Intervals

STEP	MIN	1ST	2ND	3RD	4TH	5TH
1	\$2,846	\$3,025	\$3,265			
2	\$3,202	\$3,381	\$3,581	\$3,847		
3	\$3,381	\$3,581	\$3,847	\$3,959	\$4,204	
4	\$3,581	\$3,847	\$3,959	\$4,204	\$4,611	
5	\$3,847	\$3,959	\$4,204	\$4,611	\$5,015	
6	\$3,959	\$4,204	\$4,611	\$5,015	\$5,407	
7	\$4,204	\$4,611	\$5,015	\$5,407	\$5,826	
8	\$4,611	\$5,015	\$5,407	\$5,826	\$6,203	
8.5	\$4,867	\$5,271	\$5,659	\$6,081	\$6,456	
9	\$5,015	\$5,407	\$5,826	\$6,203	\$6,706	
10	\$5,298	\$5,616	\$6,028	\$6,451	\$6,845	\$7,156
11	\$5,616	\$5,826	\$6,203	\$6,650	\$7,156	\$7,671
12	\$5,826	\$6,203	\$6,650	\$7,156	\$7,671	\$8,117
12.1	\$5,826	\$6,268	\$6,650	\$7,156	\$7,671	\$8,332
13	\$6,203	\$6,650	\$7,156	\$7,671	\$8,117	\$8,628
14	\$6,550	\$7,156	\$7,671	\$8,117	\$8,628	\$9,287

INSTRUCTION NO. 1
REST PERIOD AFTER CALL OUT

AND CERTAIN OVERTIME WORK

REFERENCE: Article III, J1 & J2. All Units

Effective - October 1, 1955

1. Intent:

To provide a uniform period of rest and a return to work after certain types and periods of overtime work which eliminates the question of physical fitness.

Modification of the Instruction issued December 29, 1953 is necessary to provide for the changes made in Article III, J1 and J2 effective October 1, 1955.

2. Note that Item J1 and the Rest Period Rules are used when a tour of duty is less than 16 continuous hours of work.

3. Note that J2 covers periods of 16 or more continuous hours of work and that the one-half straight time additional rate for over 16 hours has been eliminated. Rest hours cannot be found in the Rest Period Rules but are determined by the extent to which the eight-hour rest period overlaps the basic scheduled hours.

As an example if such a tour of duty ended at the start of a basic scheduled workday, the employee would be entitled to the day off without loss of pay. If such a tour of duty ended eight hours before the start of a basic workday, he would be expected to work his basic hours.

When 16 or more continuous hours have been worked immediately before a basic scheduled workday and work continues into the basic workday, the employee will be paid straight time for the hours he should be resting in addition to straight time for working these hours.

4. The provisions of J1 and J2 apply to all employees and now cover all types of overtime work. When the employee is on Call Out, the one-hour travel allowance which accompanies every Call Out is not to be included as working time in applying these Rules. Call Out time is time on the job and excludes the travel allowance time and also excludes any time taken off the job for meals.

When travel allowance is allowed it will not be included as working time in applying the Rest Period Rules.

Travel time is paid as time worked and is included in applying the Rest Period Rules.

5. When a Call Out work assignment begins:

(a). More than eight hours before the start of the basic workday and ends before the two-hour period immediately preceding the start of the basic workday: Employee is entitled to rest at the beginning of the basic workday equal to the length of time worked within the eight-hour period prior to the start of the basic workday. (For an 8:00 A.M. to 4:30 P.M. Dayworker this would mean employee started before 12:00 Midnight and stopped working before 6:00 A.M.)

(b). During the eight-hour period immediately prior to the basic workday and ends before the two-hour period immediately preceding the start of the basic workday: Employee is entitled to rest at the beginning of the basic

workday equal to the length of time worked. (For an 8:00 A.M. to 4:30 P.M. Dayworker this would mean employee started 12:00 Midnight or later and stopped before 6:00 A.M.)

6. When the Call Out overtime assignment continues to or into the two hours immediately preceding the start of his basic workday: Employee continues to work into the basic workday until the total time worked is the lesser of 12 consecutive hours or the entire basic workday.

12 -29-53

Revised 11-02-55

Revised 05-01-67

Revised 10-01-75

Revised 10-01-81

INSTRUCTION NO. 2

JURY DUTY

REFERENCE: Article VII, I.2. All Units.

1. The purpose of this provision is to pay the employee his normal basic scheduled daily earnings for appearing in court as a juror or a subpoenaed witness.

An A.F.A. is no longer required as authority for payment of wages or salary to cover Jury Duty absence. This payment is authorized by means of the following time sheet markings:

- A. For employees on daywork: Normal scheduled workdays spent on the jury are marked J on the time sheet.
 - B. For employees on scheduled and shift work:

Normal scheduled workdays, which cannot be worked as later described in Item 5 C, are marked EJ on the time sheet.
 - C. Any normal scheduled workday which would be observed by the employee as his holiday, is considered his holiday and is marked H on the time sheet.
2. Any relief days spent on the jury are marked R on the time sheet.
 3. During a jury period, an employee is expected to work any normal scheduled workdays or turns when he is not required on the jury with the exception of those described in Item 5 C.
 4. An employee will contact his immediate supervisor as soon as possible after receiving notice of his jury assignment so that an understanding is arrived at as to which normal scheduled workdays or turns the employee will be expected to work.
 5. Conditions applying to employees on different schedules:
 - A. Employees on daywork, Monday through Friday, create no particular problem as the jury is convened on these same days except for holidays and those days when the employee is excused due to closing of a court case.
 - B. Employees on daywork other than Monday through Friday. Some employees are scheduled Tuesday

through Saturday, some work an alternate week schedule of Monday through Friday and Tuesday through Saturday. This is similar to Item 5/4 except that jury service on Mondays could be on a relief day (see Item 2) or it could be on a normal scheduled workday and covered by Item 1A.

- C. Employees on scheduled and shift work. In these cases, a situation may develop where the employee is scheduled for work on a day when the jury does not meet but which if worked would create an undesirable and unreasonable working condition when combined with the jury service. Therefore, an employee on shift or scheduled work will work all those normal scheduled turns just prior to and during the jury service period except those which do not allow at least eight hours off-time between the scheduled turn and the jury assignment. The employee will be excused from working such turns and the time sheet will be marked EJ.

6-21-54

Revised 11-2-55; 10-15-56; 10-1-58

INSTRUCTION NO. 3

WORK IN A HIGHER PAID JOB CLASSIFICATION

REFERENCE: Article V, Section C. All Unit No. 1 Employees.

When an employee is temporarily assigned by his foreman or supervisor to work in a higher rated job classification and works less than two hours in that classification, he is to be paid his regular basic wage rate for such work.

When an employee, upon assignment by his foreman or supervisor, works for two or more hours in a higher paid job classification, he will be paid for the full day, as follows:

- A. If he has not previously occupied the higher job classification by formal Payroll Authority, he is to be paid the starting wage rate for the higher classification or his regular rate, whichever is greater;
- or
- B. If he has previously occupied the higher job classification by formal Payroll Authority, he is to be paid the highest progression-step rate that he had attained when formerly in that classification.

For holiday gratuity, see Holiday Instruction.

Time worked in addition to the basic day is not applicable to the two-hour rule. However, once the necessity for upgrading occurs on an overtime assignment, the higher rate will be paid during the remainder of the continuing overtime hours worked during that period, even though the necessity for upgrading may no longer exist.

The Company will apply progression increase time credit for employees up-graded into a regular scheduled job step. The employee's case must be presented to the Company for review and consideration for such progression increase time credit.

8-11-54

Revised 11-10-59; 5-1-67; 10-1-73; 10-1-83; 2-5-02

INSTRUCTION NO. 4

NON-OCCUPATIONAL
ILLNESS OR INJURY

REFERENCE: Article VIII, Section D. All Units.

PURPOSE: To collect and formulate into a single plan the many practices that have been adopted over a period of time in conforming to our policy in regard to Non-Occupational Illness or Injury.

1. Report of Absence for Non-Occupational Illness or Injury (Form G-33-11583) should be forwarded to Company Medical Director on the first day of absence.
2. Wage allowance payment for Non-Occupational Illness or Injury requires approval from the Medical Director, who reserves the option of checking the employee's condition prior to return to work. The Medical Director may, at his discretion, accept a physician's return to work slip or a confirmation of the sickness from the department head in lieu of a personal examination in the Medical Section. If the employee has been treated by other than a medical doctor, he must be cleared by the Medical Section for wage payment under this policy.
3. No travel expense is allowed in securing a clearance to return to work from a non-occupational illness or injury absence.
4. If an employee insists on returning to work without first securing the proper clearance after being absent due to a non-occupational illness or injury, he will not be paid for his absent time.
5. When an employee returns to work after a non-occupational illness or injury absence, he will be returned to the active payroll at the time he starts to work and will be removed from the sick payroll at the same time.
6. An employee who leaves the job on account of illness or who reports in that he is sick or has suffered an off job injury is considered sick until he has been cleared for work and has notified his supervisor that he is available for work.
7. An employee who is absent as a result of illness or injury, whether he is covered or not covered by the Non-Occupational Illness or Injury Policy, is not eligible for such items as holidays, shift differential, upgrading and other benefits he would receive if he were working.

Vacations

8. Article VII, B.2., provides that an employee can re-schedule his vacation if he becomes sick or is injured after his last work period prior to his scheduled vacation, if he notifies the Company prior to the start of the first regularly scheduled basic workday for which he is to receive vacation pay, provided that such illness or injury is in no way connected with his vacation.

This policy is extended to cover the case of an employee who becomes sick or is injured during the five basic scheduled workdays immediately preceding his scheduled vacation provided that he notifies the Company of the circumstances prior to the start of the first regularly scheduled workday for which he is to receive vacation pay and requests a rescheduling of his vacation.

If an employee has been absent on non-occupational illness or injury allowance for more than five basic workdays immediately preceding the start of his vacation, the Company will consider that the employee has automatically given notice of desire to reschedule the vacation unless the employee specifically notifies the Company of his intention to continue with his original scheduled vacation and secures a clearance from the

Medical Section prior to leaving on his vacation that he can return to work at the conclusion of his vacation.

Holidays

9. Any holidays which fall or are observed on what would be normal scheduled workdays within a sick period are considered sick days.

Any holidays which fall on relief or normal scheduled off days within a sick period are considered Relief or "R" days.

A holiday which immediately precedes one or more days of sickness, disregarding any intervening relief or off days is considered a holiday. Should such a holiday fall or be observed on what would be a normal scheduled workday and the employee can substantiate that he was sick on such a day, then that holiday will be considered as a sick day. When a holiday immediately follows and is at the terminal of one or more days of sickness, disregarding any intervening relief or off days, the holiday will not be granted unless the employee has been cleared for work and has notified his supervisor prior to such holiday that he is available for work.

12-23-54

Revised: 1-13-55; 5-05-58; 1-30-67; 9-15-69

INSTRUCTION NO. 5

NON-OCCUPATIONAL ILLNESS OR INJURY

REFERENCE: Article VIII, Section D. All Units.

PURPOSE: To Clarify Amount and Duration of Wage Allowance for any Continuing Absence.

It has been the intent and purpose of this policy that an employee shall receive a specific wage allowance when absent from duty due to a legitimate and authorized non-occupational illness or injury.

An employee absent from work for either of the above causes, may appear to be and feel able, to return to work. However, before reporting for duty or after being at work for a period of time, a recurrence or complication of the original condition may occur so that the employee is unable to report for duty or to continue at work. This inability to report for duty or to continue at work shall be considered as one continuing absence for the purpose of determining the duration and amount of N.O.I.&I. allowance. The original date that it became necessary for the employee to be absent from work will be used as the starting date of the continuing illness, and any intervening period or periods worked will not be charged in determining the time duration of the absence from work and the specific amount of wage allowance that is due him for that particular illness or injury.

If, after having been absent from duty for quite a period of time, or periods of time on a continuing illness, the employee recovers sufficiently to return to work, and he is able to work continuously for a period of six months, it shall be considered that he has worked a reasonable length of time since the last date of his absence from work so that for all intents and purposes his condition shall be considered arrested or cured, and any future absence from duty for the original cause of the continuing illness shall be considered as a separate and distinct new illness or injury.

It is intended that termination of employment and the period of reemployment rights will be determined from the last day worked in such instances unless extenuating circumstances dictate otherwise.

In regard to instances where an absence is due to non-occupational injury, and the Company is successful in

recovering partial payment through the exercise of subrogation rights, an equivalent portion of time duration charged for such absence will be reinstated for record purpose in the application of this policy.

3-22-60

Revised: 1-30-67; 9-15-69

INSTRUCTION NO. 6

CALL OUT HEADQUARTERS WORKERS TRAVEL TIME - TRAVEL ALLOWANCE

REFERENCE: Article III, K.1. - All Units. Article V, H.3. - All Units.

PURPOSE: The Union and the Company Negotiating Committees, in an interpretive meeting held December 7, 1954, discussed Call Out, Travel Time and Travel Allowance as they apply to Beaver Valley Plant Workers and concurred to the following interpretation.

The Call Out one-hour TRAVEL TIME ALLOWANCE which accompanies every Call Out is used only in calculation of meal money and is eligible for shift-differential when applicable. It is not used in the calculation of time provided for in the rest period (Article III, J.1. and J.2.).

TRAVEL ALLOWANCE, based on existing tables between Beaver Valley Power Station and the job is not used in the calculation of meal money or Article III, J.1. and J.2. rest periods.

Actual TRAVEL TIME, paid for as time worked, between Beaver Valley Power Station and the job enters into calculation of meals and Article III, J.1. and J.2. rest periods.

Any unworked portion of the minimum three-hour Call Out shall be credited against Travel Allowance or Travel Time. No deduction can be made from the Call Out one-hour Travel Time Allowance.

On a Call Out when a Beaver Valley Power Station worker is required to report to the plant before proceeding to the job, he will receive Travel Time between the plant and the job. If he is required to return to the plant from the job, he receives Travel Time between the job and the plant. If he is permitted to go home from the job, he receives Travel Allowance from the job to the plant.

On a Call Out when a Beaver Valley Worker is directed to report to the job rather than the plant, he receives Travel Allowance from the plant to the job. If he is permitted to go home from the job, he receives Travel Allowance from the job to the plant. If he is required to report to the plant after leaving the job, he receives Travel Time from the job to the plant.

1-27-55

Revised: 1-30-56; 11-10-59; 10-1-77; 10-01-01

INSTRUCTION NO. 7

EMPLOYEE RETURNING FROM
MILITARY SERVICE

REFERENCE: Article IV, Section M. All Units.

An eligible employee (as defined herein) who leaves a position with the Company to perform training and service in the Armed Forces of the United States, shall, upon his release from the Armed Forces, be reemployed, if he is still qualified, provided he presents a certificate indicating satisfactory completion of his period of training and service and makes application for reemployment within 90 days after his release from active duty, or from hospitalization continuing after such release for not more than one year.

As used herein, the term “eligible employee” shall mean all employees, including probationary, other than those who have been engaged for temporary work. A regular employee shall be considered eligible under this instruction even though he is filling a temporary classification or in an “acting” capacity. No one other than an eligible employee as defined herein shall have reemployment rights.

The procedure to be followed with respect to a veteran seeking Reemployment with the Company upon his return from military service shall be:

1. The veteran is to be referred to the Personnel Department for an interview with the Employment Supervisor, or his representative, for a medical examination, and to bring his personnel records up to date.
2. If still qualified, the veteran shall have the option of returning to the job that he last held prior to entering military service, or selecting a job that had been filled by the job posting procedure during his absence by a less senior employee.
3. If the veteran elects to return to the last job held prior to entering military service, he shall be paid the step rate in the rate range for that job classification in effect at the time of his return in accordance with his length of service in that job classification, including the time spent in military service. If the eligible veteran held an “acting” or “temporary” job immediately prior to entering military service, he will have the right to that job if it is still classified “acting” or “temporary” and is filled by an employee on a date subsequent to that when filled by the veteran.
4. If the veteran wishes to select a job that was filled during his absence by a less senior employee, the Company will supply the veteran with a list of those jobs he would have been eligible to bid had he not been in military service. The veteran must then select the position he is entitled to prior to returning to work. For pay purposes the veteran will be assumed to have moved into this new position on the date that vacancy was filled and progression and general increases will be applied from that date to the date the veteran assumes the new position.
5. Regular employees displaced by the returned veteran will be given an opportunity to displace employees in equal or lower job classifications in the manner provided for in the Company-Union Agreement (Article IV, J.; Article IV, K.; and Article V, D.).
6. In order to accomplish the above, no new jobs will be created and the employee unable to displace another will be laid off. This may mean that the returning veteran will be required to take a less desirable position or perhaps have no job, depending upon the circumstances surrounding his particular case.

2-8-55

Revised: 5-1-67; 10-1-71

INSTRUCTION NO. 8

DISPLACEMENT -
DEMOTION - LAYOFF

REFERENCE: Article IV, Section J.1. All Units.

INTENT: In the interest of expediting the movement of employees involved in the so-called bumping down procedure, the Company and the Union have agreed that the interpretation of intent of this Section will be read to include the following paragraph:

An employee who has been given notice that he is to be displaced pursuant to the provisions of this Section shall be required, within a period of seven (7) calendar days after such notice has been received to select a job, if any exists, into which he is entitled to move pursuant to such provisions, and if he fails to select such a job if one exists, the Company shall have the right to assign him to such a job. Upon the request of an employee who has been given notice that he is to be displaced, the Company will provide him with all the pertinent data concerning specific job classifications in which he is interested.

During the period of thirty (30) days after such notice has been given and whether or not the employee continues working on the job which he held at the time he received such notice, the employee will be reassigned to that job in the event that the employee who displaced him should vacate such a job (on a regular basis) for any reason.

It has been further agreed that an employee, who has been displaced by the elimination of a position due to curtailment of forces, will be given the opportunity of returning to the job from which he was displaced when the position originally eliminated is reactivated within six (6) months from the effective date of his displacement. In addition, all employees involved in the original chain of displacements will also be given similar opportunity provided that each employee in order elects to return to his then vacant, former position and that the original chain has remained unbroken. If one of the employees involved elects not to return or has left the job he obtained through the original chain of displacements, the process of returning employees to their original jobs will be stopped at that point and all subsequent displacements in the bump will remain in effect. This is meant to apply only to regular jobs (not acting or temporary) filled by employees on a regular status. It is further understood that job posting is not required to return employees to such vacant positions and that there is no intention that any employee will be moved from a position he holds through job posting or through means other than that described in Article IV, paragraph J. of the agreements.

3-10-55

Revised 10-1-58

Corrected 7-9-59

Revised 5-18-61

INSTRUCTION NO. 9

HOLIDAYS

REFERENCE: Article III, Section E. All Units.

1. A holiday is the time from midnight to midnight of the day in question. It is understood that on shifts such as 11-7, 11-3, Eleven o'clock is to be considered as midnight.
2. A holiday which falls on any day of the week other than the first or second day of rest is observed on the day on which it falls.
3. When any holiday falls on the second day of rest, the first basic scheduled workday following will be observed as a holiday and the second day of rest will be considered not to have been a holiday.
4. When any holiday falls on an employee's first day of rest the holiday will be celebrated on his last previous basic workday and the first day of rest will be considered not to be a holiday.
5. In schedules that contain four (4) consecutive relief days, the third relief day will be considered as a first day of rest and the fourth relief day will be considered as a second day of rest.
6. When an employee's hours of work fall within or extend into a holiday, he shall receive a holiday allowance of straight time pay for the number of hours in his basic scheduled workday. The employee can receive the holiday allowance only once for any one holiday.
7. Shift differential is not included in holiday allowance.
8. Employees shall be granted time off when possible and paid holiday allowance on the basic scheduled workday that is observed as their holiday. The Company will endeavor to give as reasonable a notice as possible on changes of the following status:
 - A. Employees on day work: are excused unless previously notified to the contrary.
 - B. Employees on shift or scheduled work: Will report for work unless previously notified to the contrary.
9. An employee who works on a holiday shall be paid holiday allowance and in addition, shall be paid as follows:
 - A. Time and one-half (1 1/2) for hours worked within his normal scheduled hours.
 - B. Double (2x) time for all hours worked in excess of or not within his normal scheduled hours.
10. Holiday allowance when mark-up rate is used.

If an employee is temporarily working on a job classification (other than occasional use) higher than his regular job classification, and a holiday occurs within this period, he will receive the mark-up rate for the holiday irrespective of whether he works or does not work on the holiday.

If the holiday should occur on the last day of this period, he will also receive the mark-up rate.

The basis of these two practices is that were it not a holiday, he would have been working on the marked-up

job classification.

This is not to be confused with rate paid on vacations, sick leave, or other absences, where the employee receives his regular rate.

11. Holidays Involved in Absence due to Non-Occupational Illness or Injury.

Refer to Personnel Department Instruction No. 6 regarding treatment of holidays under this condition.

12. Holiday During Vacation Period.

Should a holiday fall or be observed on what would have been a basic scheduled workday if the employee had not taken a vacation at that time, then the employee shall be entitled to an additional day off with pay at the beginning or end of his vacation or if such should be impractical the additional day may be taken at a later date.

13. Holidays Involved in Absence due to Death in the Family.

Refer to Personnel Department Instruction No. 11 regarding treatment of holidays under this condition.

14. Holidays Involved in Absence due to Jury Duty.

Refer to Personnel Department Instruction No. 3 regarding treatment of holiday under this condition.

15. Holidays Involved in Leaves of Absence or Periods of Excused Absence.

All holidays occurring during a leave of absence or period of excused absence are void as regards to holiday allowance.

Holiday allowance for a holiday occurring at the start or the finish of a leave of absence or period of excused absence will be granted providing:

A. That the employee is not required to work on that holiday and is excused.

B. That the employee is required to work and does work that holiday.

16. An employee who is required for work and is absent on that day will not be paid holiday allowance unless excused.

3-10-55, Revised 12-21-55; 10-1-56; 10-1-58

INSTRUCTION NO. 10

DEATH IN THE FAMILY

REFERENCE: Article VII, Section I.1. All Units.

1. Notification of Death in the Family

If the employee is at work on a basic scheduled workday when notice of death in the family is received, he will be paid, as worked, to the time he leaves the job, and the Death in the Family policy will become effective at that time. The remaining time of that basic scheduled workday shall be marked "F" on the time sheet. The time off with pay which the employee is entitled to is limited to a maximum of four (4) basic scheduled days and cannot extend past the first day after burial.

2. Holiday in the Period

When a holiday is observed on a basic scheduled workday during the period an employee is entitled to be off with pay due to a death in the family, the employee's time sheet shall be marked "H" for such a holiday and no additional day off will be allowed. The employee is not entitled to both holiday and death in family benefits for the same day.

3. Vacation

- (a). If a death in the family occurs after the employee's last scheduled work period prior to his scheduled vacation and he notifies the Company of such death prior to the start of the first regularly scheduled basic workday for which he is entitled to receive vacation pay, he can, upon request, have his vacation rescheduled.
- (b). If a death in the family occurs after the start of the first regularly scheduled basic workday for which the employee is to receive vacation pay, death-in-the-family benefits will be paid in accordance with Article VII, I. 1.

5-3-55

Revised: 10-1-58; 10-1-71

INSTRUCTION NO. 11

CALL OUT

REFERENCE: Article III, Section K.1. All Units

PURPOSE: To define Call Out.

A Call Out exists when an employee who is off duty and off Company property is given less than four (4) hours notice to report for work.

Typical examples of when an employee is considered off duty and off Company property are as follows:

- a. Any employee who has reached home.
- b. Employees working at Beaver Valley Power Station are off the property when they reach State Highway 168.

11-2-55

Revised 10-01-75; 10-1-01

INSTRUCTION NO. 12

SHIFT DIFFERENTIAL

REFERENCE: Article III, Section H. All applicable Units.

PURPOSE: To unify practices in regard to shift differential. Article III, H was originally written to cover shifts that changed at 3:00 P.M. and 11:00 P.M. As a result, shifts that changed at 12:00 Midnight by virtue of the 7:00 A.M. cut-off lost an hour of differential allowance.

1. Article III, H has been revised to read as follows:

Effective October 1, 2014, the rate for all applicable shift differential and Sunday premium will be increased an additional five cents (5 cents) per hour from \$1.75 to \$1.80 per hour. Effective October 1, 2015, the rate for all applicable shift differential and Sunday premium will be increased an additional five cents (5 cents) per hour from \$1.80 to \$1.85 per hour. Effective October 1, 2016, the rate for all applicable shift differential and Sunday premium will be increased an additional five cents (5 cents) per hour from \$1.85 to \$1.90 per hour. October 1, 2017, the rate for all applicable shift differential and Sunday premium will be increased an additional five cents (5 cents) per hour from \$1.90 to \$1.95 per hour. The additional allowance shall, however, only be applicable to employees whose work schedule ends after 6:00 P.M., or begins before 7:00 A.M. and applies only to those hours worked between 3:00 P.M. and 8:00 A.M. The additional allowance shall be included in the base rate for overtime pay purposes when the employee qualifies for the additional allowance.

Shift differential does not apply to hours not worked such as travel allowance, the unworked portion of minimum call out time, or rest period time. (Travel time allowance accompanying call out is eligible for shift differential when applicable).

11-2-55

Revised: 10-1-56; 11-10-59; 10-1-71; 10-1-75;

10-1-77; 10-1-79; 10-1-81; 10-1-83; 10-1-85;

10-1-90; 10-1-94; 10-31-96; 10-01-01, 11-4-05, 10-7-08, 10-1-2011, 10-1-2014

INSTRUCTION NO. 13

DEMOTIONS AND LAYOFFS

REFERENCE: Article IV, Section E. (3rd Paragraph) All Units.

PURPOSE: To outline Company policy in regard to advance notice to the Union in cases of demotion and layoff.

1. Layoff in the sense used here does not include layoff of a disciplinary nature or, layoff resulting from bumping down or layoff resulting from physical disability.
2. When it is necessary to reduce forces as a result of curtailing or changing an operation it is generally a subject the management has been considering for some time. In such cases it is desirable where possible that the Union be given two (2) weeks notice as to the action deemed necessary. Such notice only applies to the start of bumping down and not the related bumps or resulting layoff.

11-2-55

INSTRUCTION NO. 16

DAYLIGHT SAVING TIME

REFERENCE: All Units.

PURPOSE: To explain pay practices for irregularities in hours paid as a result of changing to-and-from Daylight Saving Time.

1. The change to Daylight Saving Time is effective at 2:00 A.M. Standard Time, Sunday (date variable). Employees whose basic workday includes the time change shall be paid eight hours for the seven hours actually worked. The hour of pay for time not worked shall be at the employee's straight time rate. Shift differential shall be paid only for hours actually worked. Employees who are working hours outside of their current schedule at the time of the change shall be paid at the applicable rate for only the numbers of hours actually worked.
2. The change from Daylight Saving Time is effective at 2:00 A.M. Daylight Saving Time, Sunday (date variable). All employees who are working at the time of the change shall be paid at the applicable rate for the hours actually worked. 12-3-56; Revised 5-1-67

INSTRUCTION NO. 17

DISTRIBUTION OF OVERTIME

REFERENCE: Article III, Section F. All Units.

PURPOSE: To achieve uniform understanding and further clarify the intent of the Article referred to above.

1. All overtime work as becomes necessary within the same job classification shall be distributed as evenly as possible among the employees in their respective work groups. These groups shall be confined to sections of departments, such as, a generating station, substation, district, etc.
2. In those departments where overtime is maintained separately, as "Emergency" and "Scheduled", the principles outlined herein will be applied to each type of overtime.
3. Overtime work shall not be credited to an employee unless he has actually refused to work the overtime.

1-21-57

Revised 05-1-67

INSTRUCTION NO. 18

WAGE AND SALARY DETERMINATION WHEN
AN EMPLOYEE IS PROMOTED, TRANSFERRED,
OR DEMOTED TO A JOB CLASSIFICATION
WITHIN THE SAME UNIT

REFERENCE: All Units

Effective - February 17, 1964

PURPOSE: To provide a uniform method of determining wage or salary rate to be paid when an employee is promoted, transferred or demoted.

Promotion

When an employee moves into a job classification in a higher schedule step than the job classification last occupied in the same unit.

Transfer

When an employee moves into the same or different job classification in the same schedule step as the job classification last occupied in the same unit.

Demotion

When an employee moves into a lower schedule step job classification than the job classification last occupied in the same unit (except when being reassigned as provided for in Article IV, D.2, 3, and Article IV, I.).

Schedule Step

Within a unit, each schedule step containing a decimal will be considered to be a separate and distinct schedule step; that is a schedule step designated as 3.1 will be treated as a higher schedule step than 3, a schedule step 8.2 will be treated as a higher schedule step than 8.1, etc. (In bumping, employees may only displace employees in equal or lower classifications except as follows: If an employee in a Schedule Step 3 job is bumped he, in turn, may bump back into any previously held 3.2 job.)

Automatic Time Progression

Movement between time interval rates in established rate schedules shall be at twelve-month intervals based on anniversary date determined as follows:

Promotion - Anniversary date is date of entry into new job classification.

Transfer - Employee retains anniversary date in the Schedule Step.

Demotion - Anniversary date is determined by total cumulative employment time used to establish employee's rate when demoted.

WAGE OR SALARY DETERMINATION

1. An employee who is promoted will receive the lowest rate in the higher scheduled step which is next above the wage or salary rate being received in the job classification from which he is being promoted. However, no employee shall receive more than the maximum rate for the job classification to which he is being promoted. (Exception: If an employee is returning within 12 months, to a job title previously held, his rate will be the time interval rate previously attained in that job title, and future progression will be based on total time spent in the job title to which he is returning. In all other cases where an employee is being promoted to a job title previously held, his rate will be determined as outlined in the first sentence of this paragraph or will be the time interval rate and progression status previously attached in the job title, whichever is higher.)
2. An employee who is transferred will receive the same wage or salary rate in the new job classification as he was receiving in the job classification from which he is being transferred, except that an employee returning to a job classification previously held will be granted the time interval rate and progression status previously attained, if this results in a higher rate than above. No employee shall receive more than the maximum rate for the job classification to which he is transferred.
3. An employee who is demoted will receive the highest rate in the job classification to which demoted that is produced by one of the following conditions: (a) minimum rate of the job classification and credit for total cumulative employment time in regular status job classification in higher and/or the same schedule step to which demoted. (b) Previously attained rate in the specific job classification and credit for subsequent cumulative employment time in regular status job classifications in higher and/or the same schedule step to which demoted. (c) Highest previously attained rate in any equal or lower rated job classification held on regular status and credit for total cumulative employment time in regular status job classifications in higher and/or the same schedule step to which he is demoted. No employee shall receive more than the maximum rate for the job classification to which he is demoted.
4. Movement between Units will, of necessity, have to be determined on the basis of individual cases. Once it is determined how the movement between Units can be classified, the appropriate paragraph above will apply in determining the wage or salary rate the employee is to receive. When movement is between hourly and monthly rated jobs, the monthly rates are converted to their equivalent hourly rates, and the schedules compared on an hourly rate basis for determination of the appropriate classification of the move. In those cases where an employee moves from one unit to another, the maximum pay rate of each position is to be used to determine whether the move is a promotion, transfer or demotion.
5. When an employee moves from a temporary job by bidding procedure, the wage or salary determination is based on a movement from his former regular position and progression status. Time spent in a temporary or acting job (not including acting military) will only be considered in wage or salary determination when the employee returns to the same job title, in which event the temporary time will be credited as regular.

2-1-57

Revised: 8-1-57; 3-10-60; 2-17-64; 5-1-67; 10-1-77

INSTRUCTION NO. 19

WAGE OR SALARY RATE CHANGES FOR
EMPLOYEES ABSENT BECAUSE OF NON-
OCCUPATIONAL ILLNESS OR INJURY

REFERENCE: All Units.

PURPOSE: To provide a uniform method for making scheduled wage or salary rate changes when an employee is absent from work because of non-occupational illness or injury. A change in an employee's wage or salary rate brought about as a result of anniversary date (automatic time progression increase), or a general increase is to be made by Payroll Authority effective on the due date, except:

No employee's wage or salary rate is to be changed as a result of anniversary date or general increase while employee is absent from work because of non-occupational illness or injury and such absence is covered by a Report of Absence for Non-Occupational Illness or Injury (Form G-331 1583). In such cases, any scheduled changes in an employee's wage or salary status is held in abeyance until the employee returns to work. On the day the employee returns to work, a Payroll Authority is to be issued and made effective as of that date to cover any wage or salary rate change to which employee is entitled.

Any wage or salary rate change which becomes due during the first seven days of an illness or injury absence of an employee will be covered by a Payroll Authority and made effective on the date due. The employee, for this purpose, will be treated the same as if working, irrespective of the fact that a Report of Absence for Non-Occupational Illness or Injury (Form G-331 1583) has been issued.

5-5-58

Revised: 5-1-67; 9-15-69

INSTRUCTION NO. 20

DISABILITY RATE DETERMINATION

REFERENCE: Article V, Section D.3. All Units.

In order to insure a more complete understanding of the application of Article V, D.3 of our Agreement, and in particular the manner of determining the rate when an employee on disability is being placed on a higher-rated vacant job classification by bidding or negotiation, the following interpretation will apply:

It was the intention that "(the rate being received at the time he is declared disabled)" referred to the time interval rate in the schedule step. If a disabled employee is moving to a higher-rated vacant job, the time interval rate that the employee had attained in the schedule step occupied at the time of the original disability placement will be adjusted by the general increases since that time, and this adjusted figure will be used with the current rate of the higher job to which he is moving in establishing the new disability rate.

In the event an employee elects to be placed or to remain on a job other than the highest rated job that is made available to him as provided-for under Article V, D.3 (third paragraph), his rate on such lower job will be adjusted to reflect only the differential he would be entitled to if he were on the higher-rated job.

The percent differential to be applied in any instance of disability rate adjustments is fixed by the determination made at the time he was originally declared disabled and is not to be adjusted for continued service after that time or as a result of negotiated changes in the formula or other reason.

It is understood that the above understanding will not require adjustment of any disability rates in effect at this time.

3-31-60

Revised: 5-1-67

INSTRUCTION NO. 21

INTERPRETIVE BULLETIN ON CHANGE OF
SCHEDULE INVOLVING A NEW OR SAME
CALENDAR WORK WEEK

REFERENCE: All Units.

Effective - October 1, 1964

1. When an employee's basic work schedule is to be changed, consideration must be given to the application of Article III, I. 1.
2. When an employee's basic work schedule is changed and the change does not result in a change of his basic workweek, the change may nevertheless result in a change of the employee's relief days; therefore, the employee's new schedule shall be used to determine his relief days. Payment for overtime hours worked on such relief days will be made in accordance with the provisions of the Labor Agreement.
3. When an employee's basic work schedule is changed and the change does result in a change of his basic workweek and the old and new workweek overlap because the new workweek schedule becomes effective prior to the completion of the old workweek, computation of the proper compensation to be paid the affected employee as a result of the overlapping workweek, will be made as follows:
 - A. Assume first that the overlapping hours are to be counted as hours worked only in the "old" workweek and not in the new; compute straight-time and overtime compensation due for each of the two workweeks on this basis and total the two sums.
 - B. Assume now that the overlapping hours are to be counted as hours worked only in the new workweek and not in the old, and complete the total computation accordingly.
 - C. Pay the employee an amount not less than the greater of the amounts computed by methods A and B. If the computation, described above, results in an employee being entitled, pursuant to the terms of the Fair Labor Standards Act, to overtime payment for two days, such employee will be paid time and one-half for all hours worked on the first day of the two days and double time for all hours worked on the second day of the two days.

5-2-66

Revised: 5-1-67

INSTRUCTION NO. 22

PAYMENT FOR TIME CONSUMED AND
TRANSPORTATION EXPENSE INCURRED FOR
MEDICAL TREATMENTS AND EXAMINATIONS

REFERENCE: Article V, Section Q.2 - All Units

PURPOSE: To eliminate any misunderstanding concerning the application of the provisions of Article V,Q.2. of the Agreement. Workmen's Compensation and voluntary supplemental compensation payments are not covered by this Memorandum.

Periodic Examinations

Employees required to report before the start of their work schedule or held over after completion of their work schedule for the purpose of receiving a periodic examination at their headquarters will receive straight-time pay for the actual total time consumed while at the place the doctor is conducting his examination, but will not otherwise receive any payment. No reimbursement will be made for transportation expenses incurred nor for time consumed in travel.

Employees required to report before the start of their work schedule, during their work schedule or after their work schedule for the purpose of receiving a periodic examination at a location other than their headquarters will receive straight time pay for the actual total time consumed while at the place the doctor is conducting his examination prior to and after their work schedule. Time consumed during their work schedule including travel time, shall be paid for at straight time. Reimbursement will be made for transportation expenses incurred to and from the employee's headquarters and the place of examination at the IRS mileage rate, for actual miles driven only.

Employees required to report on a relief day for the purpose of receiving a periodic examination at their headquarters or at a location other than their headquarters, or at the Company Medical Section will receive one hour straight time pay. Reimbursement will be made for transportation expenses incurred to and from the employee's headquarters and the place of examination. Transportation expenses shall be paid at the applicable IRS mileage rate. Whenever possible periodic examination will not be scheduled on an employee's relief day.

Compensable Injuries

Employees absent from work because of compensable injuries, who require medical treatment and/or examination by the Company Medical Section and/or specialist or physician arranged for by the Company Medical Section, will not be paid for time consumed or be reimbursed for transportation expenses incurred except as they may be covered by compensation and/or voluntary welfare payments.

Employees back working, who require medical treatment and/or examination by the Company Medical Section and/or specialist or physician arranged for by the Company Medical Section during their work schedule, will receive straight time pay for that portion of their work schedule that they are required to be excused for such medical treatment and/or examination. No payment will be made for time spent outside their work schedule. Reimbursement will be made for transportation expenses incurred to and from the employee's headquarters and the place of medical treatment and/or examination. Transportation expenses shall be paid at the applicable IRS mileage rate.

Employees injured while working, who require medical treatment and/or examination by the Company Medical Section and/or a specialist or physician arranged for by the Company Medical Section during their work schedule, will receive straight time pay for that portion of their work schedule that they are required to be excused for such medical treatment and/or examination. No payment will be made for time spent outside their work schedule. Reimbursement will be made for transportation expenses incurred to and from the employee's headquarters and the

place of medical treatment and/or examination. Transportation expenses shall be paid at the applicable IRS mileage rate.

Employees required to report on a relief day for the purposes of receiving medical treatment and/or examination by the Company Medical Section and/or a specialist or physician arranged for by the Company Medical Section will not be paid for time consumed. Reimbursement will be made for transportation expenses incurred to and from the employee's headquarters and the place of medical treatment and/ or examination. Transportation expenses shall be based only on bus and/or streetcar fares wherever possible. Whenever possible medical treatment and/ or examination, as mentioned above, will not be scheduled on an employee's relief day.

5-6-69

10-1-01

10-1-2014

POLICY GOVERNING WAGE ALLOWANCES TO
REGULAR EMPLOYEES DURING THE TIME
SUCH EMPLOYEES MAY BE ABSENT FROM
WORK DUE TO NON-OCCUPATIONAL
ILLNESS OR INJURY

I. PURPOSE: The purpose of this policy is to provide regular employees wage allowances during those periods when such employees may be absent from work due to non-occupational illness or injury.

II. QUALIFICATIONS

1. Employee is a regular employee who has completed his probationary period.
2. Employee has properly reported the cause of his absence.
3. Employee must present satisfactory evidence of inability to work due to non-occupational illness or injury.
4. Employee must furnish the name and address of the attending physician, if any.
5. Employee must permit such reasonable examinations and inquiries by representatives of the Company's Medical Section, as in their judgment, may be necessary to ascertain the employee's condition.
6. Employee must adopt such remedial measures as may be commensurate with his disability.
7. Employee must follow such advice and direction as may be offered by the Company.

III. DURATION OF PAYMENTS

Length of Employee's Continuous Service	Amount and Duration of Wage Allowance
Up to 6 months	None
6 months to 1 year	Full pay 1 month
1 year or more, but less than 3 years	Full pay 2 months
3 years or more, but less than 5 years	Full pay 3 months
5 years or more, but less than 10 years	Full pay 6 months
10 years or more, but less than 15 years	Full pay 9 months
15 years and over	Full pay 12 months

The amount and duration of allowance shall not be in excess of the above schedule for any calendar year. In the event that a continuous absence due to non-occupational disability extends from one calendar year into the next calendar year, the maximum wage allowance payable for such continuous absence will not exceed the total allowance scheduled for a calendar year.

IV. BASIS OF DETERMINING PAY

Full pay in this instance is understood to be computed using the employee's basic wage or salary rate and the basic scheduled hours of work in effect at the time the absence began.

Length of employee's continuous service shall be determined as of the first scheduled day that the employee is absent.

V. GENERAL REGULATIONS

Wage allowance shall not be granted during period of absence resulting from:

1. Illness or injury intentionally self-inflicted.
2. Use of drugs or intoxicants. An exception will be made as outlined in the Alcoholism and/or Drug Abuse Policy.
3. Illness or injury which may obviously be the result of the employee's own gross misconduct or negligence.
4. Disability or chronic ailment which existed and which was known to the employee at the time of his employment by the Company.
5. Disability incurred while the employee may be on leave of absence, furlough or suspension from work.

VI. WAGE ADJUSTMENT EFFECTIVE JANUARY 1, 1978 WHILE COLLECTING TOTAL AND PERMANENT DISABILITY PAYMENTS UNDER SOCIAL SECURITY

1. An employee may submit an application for Total and Permanent Disability Benefits at any time he so desires. A Release of Information Form for Social Security information must accompany such request. Necessary forms will be furnished by the Company upon request.
2. Beginning with the ninth month of absence, the Company will deduct from pay an amount equal to one-half the maximum Social Security disability benefit. The deductions will continue only for the duration of the absence. The Union is to be notified at this time.
3. If an employee returns to work after the start of the ninth month of absence, but before being terminated, any monies deducted under paragraph two above will be returned to the employee provided he has not received, nor has been determined eligible for, Social Security benefits.
4. If an employee has been terminated due to physical disability, and is denied Total and Permanent Disability by Social Security, any monies deducted under paragraph two above will be returned to the employee. The employee will be paid any separation allowance to which he may be entitled.
5. If an employee is denied Total and Permanent Disability by Social Security twice prior to the ninth month of absence, there will be no deduction of pay as stated in Paragraph two. If the employee receives two denials after deductions have been initiated in the ninth month, then deductions will terminate and any monies deducted under Paragraph two will be returned to the employee. If an employee, who has received two denials and who has either had no deduction or has been reimbursed deductions, subsequently becomes approved, he must reimburse the Company monies equivalent to the deductions stated in Paragraph two.

6-25-59

Revised: 12-29-66; 9-15-69; 10-1-77; 10-1-81, 10-1-83; 10-1-85

SEPARATION ALLOWANCE POLICY
APPLICABLE TO REGULAR EMPLOYEES

Employees who may be separated from employment with the Company by layoff, including the layoff of individuals whose type of work has been dispensed with, or those who are unable to continue to comply with the minimum requirements of the job, or termination of leave of absence, and not otherwise, shall be given the date of such separation an allowance, computed in accordance with the following schedule:

1. Each employee with less than one year of continuous service shall be given one week's pay.
2. Each employee having completed one year of continuous service but less than five years shall be given two weeks' pay.
3. Each employee having completed five or more years of continuous service shall be given a sum of money computed in accordance with the schedule in paragraph (6) below.
4. For employees with five and less than ten years of continuous service, the weekly wage used in the computation shall be the average weekly wage during such term of continuous service.
5. For employees with ten or more years of continuous service, the weekly wage used in the computation shall be the average weekly wage for the ten year period immediately preceeding the date of separation.
6. The Table attached hereto is to be used to make the computation for the amount of the separation allowance.
7. No assignment or pledge of an allowance will be recognized by the Company.
8. "Continuous service" is defined as employment with any one or more of the affiliated Companies where such employment has not been broken by an absence of two years or more (including two years following the expiration of absence due to illness or injury), excepting that employment shall be broken when absence of any duration is caused by an employee quitting, resigning, being discharged or absenting himself beyond the period for which he has been granted a leave of absence. In computing "continuous service" it shall be reckoned from the last date of entry into employment (as shown on the personnel records of the Company) to the date of separation. Fractions of a year shall be disregarded.
9. The payment of a separation allowance severs the relationship of employee and employer, but an employee may be reemployed by the Company or any affiliated Company. If an employee separated from the Company by layoff or at the expiration of a leave of absence due to illness or injury is reemployed within two years following the date of separation, that employee shall be reinstated with all privileges and service credits. In any such reinstatement case, consideration must be given to the amount of separation allowance received and the period elapsed from date of separation, and if circumstances warrant, an agreement made with the employee for the return of a prorated portion of the allowance, either in one payment or by payroll deductions.

Revised 2-15-58; 10-1-66

SEPARATION ALLOWANCE POLICY - TABLE

5 to 9 YEARS' SERVICE

- (a). Under 40 years of age 45% of Weekly Wage Multiplied by Number of Years Service
- (b). 40 to 44 years of age 50% of Weekly Wage Multiplied by Number of Years Service
- (c). 45 to 49 years of age 60% of Weekly Wage Multiplied by Number of Years Service
- (d). 50 to 54 years of age 70% of Weekly Wage Multiplied by Number of Years Service

10 to 14 YEARS' SERVICE

- (a). Under 40 years of age 50% of Weekly Wage Multiplied by Number of Years Service
- (b). 40 to 44 years of age 55% of Weekly Wage Multiplied by Number of Years Service
- (c). 45 to 49 years of age 65% of Weekly Wage Multiplied by Number of Years Service
- (d). 50 to 54 years of age 75% of Weekly Wage Multiplied by Number of Years Service

15 to 19 YEARS' SERVICE

- (a). Under 40 years of age 55% of Weekly Wage Multiplied by Number of Years Service
- (b). 40 to 44 years of age 60% of Weekly Wage Multiplied by Number of Years Service
- (c). 45 to 49 years of age 70% of Weekly Wage Multiplied by Number of Years Service
- (d). 50 to 54 years of age 80% of Weekly Wage Multiplied by Number of Years Service

20 to 24 YEARS' SERVICE

- (a). Under 40 years of age 60% of Weekly Wage Multiplied by 1 1/4 times Number of Years Service
- (b). 40 to 44 years of age 65% of Weekly Wage Multiplied by 1 1/4 times Number of Years Service
- (c). 45 to 49 years of age 75% of Weekly Wage Multiplied by 1 1/4 times Number of Years Service
- (d). 50 to 54 years of age 85% of Weekly Wage Multiplied by 1 1/4 times Number of Years Service

25 TO 29 YEARS' SERVICE

- (a). 40 to 44 years of age 70% of Weekly Wage Multiplied by 1 1/2 times Number of Years Service
- (b). 45 to 49 years of age 80% of Weekly Wage Multiplied by 1 1/2 times Number of Years Service
- (c). 50 to 54 years of age 90% of Weekly Wage Multiplied by 1 1/2 times Number of Years Service

30 YEARS' SERVICE

- (a). 45 to 49 years of age 80% of Weekly Wage Multiplied by 2 times Number of Years Service
- (b). 50 to 54 years of age 90% of Weekly Wage Multiplied by 2 times Numbers of Years Service

POLICY GOVERNING REPLACEMENT OF DAMAGE PERSONAL CLOTHING, EYEGLASSES & PROSTHESES

When in the course of performing their duties for the Company, an employee's clothing, eyeglasses or prostheses become damaged beyond useable condition due to an extreme unforeseen incident, the Company will reimburse the employee for repairing or replacing such ruined clothing, eyeglasses or prostheses. Normal or reasonably expected job related damage to personal clothing shall not be considered for reimbursement.

The Company shall have the right to inspect the damaged articles and prorate the value of all damaged clothing for the purpose of reimbursement. The Company shall have the right to retain damaged articles for which it has reimbursed employees.

Reimbursement shall not be allowed when an employee was provided with protective clothing and he was not wearing it at the time of the incident. Reimbursement shall not be allowed when the damage is caused by the employee's own neglect or disregard of an apparent hazard or safe working rule.

The decision to reimbursement rests solely with the Company, and such decision shall not be subject to the grievance and arbitration provisions of the Agreement.

FIRSTENERGY NUCLEAR OPERATING COMPANY

BEAVER VALLEY POWER STATION

INSTRUCTION NO. 23

RULES FOR VACATION PRACTICES

FORWARD

It is our desire to provide vacations to our employees on the dates that are requested and that the Company agrees to. The intention of these vacation rules is to insure fair and practical vacation practices to our employees.

If cases arise where these guidelines do not adequately cover or where application of the guidelines would result in an unfair impractical situation to either the employee or the Company, then the Company shall try to find a fair and practical solution.

1. Deadline for Requests

Because the Union Agreement requires schedules to be posted on Bulletin Boards no later than April 1, our deadline for vacation requests will be January 4 of each year and will subsequently be posted by January 31 of such year.

Employees whose request are submitted after January 4 of each year will be permitted to exercise selection rights only on open periods on the vacation schedule remaining after scheduling employees whose requests were submitted by January 4 of each year.

2. Scope of Schedule Posted January 31 of each year

All vacation time is to be covered on the schedule by assignment of definite dates.

Employees who have not made request for vacation, for any reason, in accordance with Paragraph 1 of these rules, nor selected unassigned dates during the preparation of the schedule, will be assigned vacation time not conflicting with that scheduled for those who have made proper requests.

3. Vacation Quotas

Vacation quotas [number of employees who can be on vacation at the same time] shall be established prior to preparing the schedule.

The basis for establishing quotas shall be quota groups.

The quota groups will generally consist of a specific job classification.

In some cases, it will be necessary to establish quota groups of employees in different classifications because their vacation schedule requires such a group consideration in the interest of reasonable and practical staffing of the station during the vacation season. Should it become necessary to change established quota groups, the Union will be so informed prior to the preparation and posting of the vacation schedule on January 31 of each year.

The maximum number of employees to be scheduled for any vacation period shall normally be one (1)

employee out of four (4) in a quota group. During scheduled outages, the maximum number to be scheduled for all affected employees shall be one (1) out of thirteen (13).

4. Selection Guidelines

Selection rights for vacation periods in any quota group shall be based on the length of company service, the longest Company service employee having first choice.

An employee may use their continuous service rights for the selection of two consecutive weeks. Any additional vacation entitlement will be satisfied by scheduling the employee for open periods in the vacation schedule, based on the employee's preference. This is not to conflict with the first period choice of any other employee regardless of their continuous service basis involving the second period choice by employees. If the employee chooses to split their first choice of two weeks in two separate weeks, with the approval of the Company, only the first week will be granted continuous service rights of first period choice.

5. Conformance to Posted Vacation schedule

Employees and supervision shall recognize a firm obligation to conform to the schedule as posted January 31 of each year.

Modifications to the schedule posted January 31 of each year shall be permissible only as described in these rules.

- a. Employees who, after the vacation schedule has posted, move to another classification or location, resulting in their becoming members of a different quota group will be considered as having relinquished their vacation schedule but will be permitted to reschedule their vacation in accordance with the available dates in the new quota group. This may permit the employees to re-establish the same vacation date they previously had but such agreement cannot be guaranteed.
- b. Employees making requests after the January 4 of each year's deadline or who request postponement of their vacation after the schedule is posted on January 31 of each year, will be permitted to use their continuous service rights for vacation selection only on open periods on the schedule. All such requests must be made in writing by the employee and are not official until approved.

Employees shall not be scheduled to work or charged for overtime on relief days that are part of the vacation work week. All "five and two" employees are considered as having a Monday through Sunday work week. Relief days adjacent but not part of a vacation work week will be considered relief days, not part of the vacation period. Employees will normally be excused from overtime on these days so long as other "in station" employees in classification, or who normally relieve in that classification are available. This rule does not apply if excusing such employees would require personnel from "out-of-station".

6. Scheduled Vacation Periods

Vacation periods of ½ days, single days, or fractional work weeks will not be scheduled, but will be granted if it is within the limits of good operating procedures.

First choice vacation periods will normally be scheduled for a duration of two consecutive weeks. Scheduled weeks of vacation will be considered to be included the relief days of the work weeks involved.

Periods in excess of two weeks, may be scheduled, if the excess period does not conflict with another employees' vacation, and is within the limits of good operating procedures. Periods of one week may be

scheduled subject to the approval of the Company and in conformance of the rules relative to selection rights in section four (4) above.

7. Conversion of Time-Off to Vacation

At the time of approval of conversion of “time-off” to vacation, a corresponding amount of vacation time will be stricken from the employee’s vacation schedule, starting with the first day of any scheduled vacation period choice [except his first period choice] which is remaining, then the second day in the same week, etc.

8. End of Year Vacation

No vacation of less than a continuous one-week period, five (5) working days, may be scheduled to start after December 20.

Any shift or scheduled employee selecting December 24 or 25 to be included in his vacation period must secure, in writing, the agreement of a fellow employee in the same job classification, to work as a replacement on that date (s). An employee who selects as a first period choice a normal two-week vacation period, which included December 24 and 25 is exempt from this provision. However, if this vacation period is altered for any reason, this exemption is forfeited.

All written agreements to work on December 24 and 25 must be submitted to supervision by December 1 or the employee will be required to work on December 24 and 25.

Employees who schedule vacation after December 20 in accordance with this policy but who have converted some of these days in accordance with Section 7 of this Policy, will be permitted those unused vacation days as scheduled, provided such usage in no way violates other provisions of this policy.

9. Vacation Selection Form

For convenience in selecting vacation periods, a Vacation Selection form is provided.

Each employee will be furnished a form indicating the total vacation entitlement.

The employee will indicate on this form the selection and preference of vacation periods.

The completed form is to be returned to the employee’s supervisor by January 4 of each year.

The vacation schedule will be compiled from these selection forms to give the maximum accommodation.

01-25-57

Revised 01-19-62

Revised 12-11-95

Revised 05-23-68

Revised 01-10-97

Revised 05-26-70

Revised 12-08-97

Revised 10-17-88

Revised 11-20-00

Revised 11-17-92

Revised 09-30-08

Revised 11-30-93

Revised 11-11-94

In order to uniformly determine how many employees can be on vacation at any given time within a quota group, the Company and the Union have agreed to the schedule listed below. The quota group shall be posted for the information of employees in time for them to make their selections, preferably about December 1st each year.

Total Number in Quota Group	Number Permitted On Vacation At One Time		All Affected Employees During Scheduled Outages
	Unit No. 1 & 2 Employees	Shift & Scheduled Workers	
1	1	1	1
2	1	1	1
3	1	1	1
4	1	1	1
5	1	1	1
6	2	1	1
7	2	1	1
8	2	2	1
9	2	2	1
10	3	2	1
11	3	2	1
12	3	3	1
13	3	3	1
14	4	3	2
15	4	3	2
16	4	4	2
17	4	4	2
18	5	4	2
19	5	4	2
20	5	5	2
21	5	5	2
22	6	5	2
23	6	5	2

(In addition to the revision of the language in Instruction No. 4 Paragraph No. 8, the parties agree to delete side agreement 2 (Union #5) Memorandum [which includes documents with subject line: Vacation Quota System, Supplement No. 1, Vacation Quota for Technical] dated November 20, 2002 signed by Tim Moran and Jim Howard.)

Memorandum of Agreement

FirstEnergy Nuclear Operating Company (“Company”) and the International Brotherhood of Electrical Workers, Local Union 29 (“Union”) agree that the following provisions will be implemented on October 1, 2008 at Beaver Valley Power Station.

A. Type of Work

The following job classifications are Shift workers (as outlined in the first paragraph of Section B)

Master Nuclear Mechanical Technician/Shift	Step 9.5
Nuclear Mechanical Technician/Shift	Step 9.1 & 9.3
Nuclear Mechanical Technician 2 nd Class/Shift	Step 7.3
Nuclear Mechanical Technician Apprentice/Shift	Step 5
Master Nuclear Electrical Technician/Shift	Step 9.5
Nuclear Electrical Technician/Shift	Step 9.1 & 9.3
Nuclear Electrical Technician 2 nd Class/Shift	Step 7.3
Nuclear Electrical Technician Apprentice/Shift	Step 5
Nuclear I&C Technician/Shift	Step 9.3 & 9.5
Nuclear I&C Technician 2 nd Class/Shift	Step 7.3
Nuclear I&C Technician Apprentice/Shift	Step 5

The three Maintenance Classifications, Mechanical, Electrical and I&C, will each have a training and apprenticeship program. The goal of the program is to prepare individuals, with the proper qualifications, for certifications recognized by the Institute for Nuclear Power Operations (INPO) as either a Nuclear Mechanical Technician, Nuclear Electrical Technician or Nuclear Instrument and Control Technician.

All job vacancies are filled by the Company posting the appropriate Apprentice Position within the Mechanical, Electrical, or Nuclear Instrument and Control Technician discipline. Successful job applicants that have no previous experience will follow the training program for Apprentice and Second Class positions, upon successful completion of all training they will assume the appropriate position of Nuclear Mechanical Technician, Nuclear Electrical Technician or Nuclear I&C Technician.

Any job applicant with previous experience will be evaluated for their level of training and then placed at the appropriate job title and pay step in the program for which they are the successful applicant.

Apprentice Technicians will complete training in core skills for their appropriate Apprentice job description. The Apprentice Technician will progress to the appropriate Second Class position when they have achieved eighteen (18) months as an Apprentice Technician and completed all Apprentice Technicians training. During the time they are an Apprentice Technician, they are free to leave that position by job bidding. However, Apprentice Technicians may not bid across disciplines in the Maintenance Apprenticeship program.

Once the Apprentice Technician moves to the Second Class position, they are not permitted to leave the program until they have achieved two years as a fully qualified Nuclear Mechanical Technician, Nuclear Electrical Technician or Nuclear I&C Technician. This bidding restriction will not apply to any fully qualified Technician who is the successful applicant for an equivalent FIN Technician position.

All Second Class Technicians (Mechanical, Electrical, I&C) will automatically progress to the appropriate Nuclear Mechanical Technician, Nuclear Electrical Technician or Nuclear I&C Technician after successful completion of core skills as required by the training matrix for the Second Class Position and satisfactory job

performance. If after two (2) years the Second Class Technician has not completed the required training through no fault of their own, they will progress to the Technician pay level (Step 9.1 for Mechanical and Electrical, step 9.3 for I&C), but must still complete training when it is available.

Any person that becomes disqualified during their training as Apprentice or Second Class Mechanical, Electrical or I&C Technician can not reenter the program for a period of three years from the date of disqualification. Any person who reenters one of these programs after once being disqualified and subsequently is disqualified again, can not enter any of these programs again.

The Upper level of the Nuclear Technician/Shift positions (Step 9.3 for Mechanical and Electrical Step 9.5 for I&C Technicians) is achieved after successful completion of core skills and training in two Specialty Skills or a combination of tasks from multiple Specialty Skills from a list of agreed Specialty Skills. If after two years as a fully qualified Nuclear Mechanical Technician, Nuclear Electrical Technician or Nuclear I&C Technician, an individual has not achieved the Specialty Skills training, through no fault of their own, they will be moved to Step 9.3 for Mechanical and Electrical, step 9.5 for the I&C pay rate but must still complete the specialty skills training when available, if they do not qualify for that skill, their pay will revert back to Step 9.1 for Mechanical and Electrical, step 9.3 for the I&C.

The Master Nuclear Technician/Shift positions (Step 9.5 for Mechanical and Electrical) is achieved after successful completion of core skills and qualification in three Specialty Skills one of which must be Machinist, Welder, Specialty Valve Skills or Load Handling Equipment O&M for Master Nuclear Mechanical Technician and Motor Operated Valve "MOV" for the Master Electrical Technician.

The Company from time to time may offer a qualified Technician an upgrade to a lead position. This position may lead a non-FirstEnergy crew, act in a training capacity (Instructor or Coordinator) and/or project leader. When acting in this capacity for two or more hours the employee will receive \$1.75 per hour in addition to their current job step.

Early progression in any of the positions may be approved based on core skills training completion and demonstrated proficiency at the approval of maintenance management.

While an individual is holding an Apprentice Position or a Second Class Position in Mechanical, Electrical or I&C they may be bumped from this position by an individual exercising their bumping rights under Article IV of the Labor Agreement that meets the minimum requirements of the Apprentice Position in the classification they are bumping into (Mechanical, Electrical or I&C). Such an individual will then be treated as a new Apprentice and will follow the training program as outlined in this agreement.

B. Schedules

All maintenance positions listed above will be considered Shift workers as defined by the Labor Agreement. A schedule will be posted per the contract.

Shift work during normal operations will be staffed with two I&C Technicians, two Electrical Technicians and two Mechanical Technicians per shift; such technicians assigned to midnight shift may only take vacation on the midnight shift that is scheduled on their initial selection. Master Technicians, Second Class technicians and Apprentice Technicians can be used for shift coverage. The company must be prepared to cover the Emergency Plan requirements. This is normally expected to be four people per discipline being available to respond within one hour. This Emergency Preparedness may be covered by the on-shift personnel maintaining beeper coverage. Routine call-outs will be made per the contract using the normal overtime list. Changes in shift coverage can be recommended by the joint Company and Union schedule review committee. The Company and Union agree to review schedules semi-annually.

During scheduled and unscheduled outages, all Technicians covered by this agreement will assume an outage

schedule with relief days as Saturday, and Sunday with additional hours scheduled as needed.

Transition of Employees as of October 1, 2008

All existing Maintenance Technicians as of October 1, 2008 (Nuclear Mechanical Technicians, Nuclear Electrical Technicians, Nuclear I&C Technicians and all Second Class Mechanical, Electrical and I&C Technicians) will not be affected by the two year lock in requirement.

Employees hired before October 1, 2008 who are the successful job applicants for one of the Apprentice positions, will be accepted into the Apprentice positions based on Second Class Qualifications that existed prior to October 1, 2008. This shall be a one-time opportunity to successfully bid into the Apprentice Classification and each employee will have no more than one (1) opportunity to bid with old qualifications. If the employee rejects this single bid opportunity, they will not be afforded another bid opportunity under this paragraph in any apprentice classification under the old qualifications. Incumbent Employees that hold a position at Step 7.3 or higher on October 1, 2008 that successfully fill an Apprentice Position during the first two years of this agreement will be paid the Second Class pay, step 7.3. Any incumbent employee that holds a position greater than step 5 and less than 7.3 will retain their rate of pay until they are promoted to second class. After October 1, 2010, they will be required to start at the Apprentice rate, step 5.

The Company and the Union will have a joint Committee to establish and review Programs that will be offered by Educational Establishments.

All incumbent employees successfully filling any Apprentice Technician position will be covered by the two (2) year lock-in provision.

FOR THE UNION:

William Blazier
Chief Steward Operations,
IBEW Local 29

INDEX

Absence

death-in-family, VII, I. 1; Instr. No. 10	91
illness or injury	82, 100
jury duty, VII,I.2.; Instr. No. 2.....	41, 76
military service, VII, K.....	42
Union convention delegate, VII, H.....	41
Union officer, VII, G	40
without pay, VII, J	41

Accidents

during overtime, V, O.....	30
investigation of, V, A.2.....	22
subrogation, Instr. No.5	82

Agreement

effective date, XI	60
employees covered, I, B.....	2
period of, XI.....	60

Arbitration

disputes settling, IX, A	54
procedures, IX, F.1-2-3.....	56

Bargaining Agent, Certification of, I, A	1
--	---

Bargaining Unit Work

contract out, V, L.1	29
foreman perform, V, M.....	30

Blood Donor, VII, L	42
---------------------------	----

Bulletin Board

job vacancies posted, IV, F.2a	17
posting new employees, IV, F.4	18
reposting job vacancy, IV, F.3	18
Union notices, II, D	5

Bumping Procedures (see “Displacement”), Instr. No. 8	87
---	----

Call-out work, pay, III, K.1; Inst. No. 12	13, 93
--	--------

Cancellation of scheduled overtime job, III, K.2.....	13
---	----

Change in Schedule, III, I.2 (a)	11
--	----

Classification Job (see “Job Classification”), Instr. No. 18.....	97
---	----

Coercion, II, A.2	97
-------------------------	----

Commercial Driver's License, V, U	32
(Also see Mini Agreement)	
Company Policies	
Non-Occupational Illness or Injury, VIII, D.....	52
Replacement of Damaged Personal Property,.....	
Separation Allowance, VIII, A... ..	42
Confer with Union, Change of Employee Status, IV, E	16
Contracted Work	
Company to give preference to Union	
contractors, V, L.2	30
regular employees not to suffer loss of	
employment through, V, L.2.....	30
COPE, deduction & remittance of, II, C.3	4
Date	
Agreement effective of, XI.....	60
Agreement termination of, XI.....	60
pension plan, VIII, B	42
general wage increase, VI, A.2	33
Daylight Saving Time, Instr. No. 16.....	95
Death-in-Family, VII, I.1; Instr. No. 10.....	41, 91
Demotions of Employees	
Company to confer with Union prior to, IV, E.....	16
first level of supervision, IV, H	19
rights of Company in II, A.1.....	3
seniority protected, IV, J.1	20
wage rate, Instr. No. 18.....	97
Dental Care Program (see "Employee Benefits")	
Disability Allowance Plan, VIII, H... ..	53
Disability Cases (schedule), V, D.3; Instr. No. 20.....	24, 101
Discharge of Employee	
Company to confer with Union prior to, IV, E.....	16
hearing, employee entitled to, IX, G.....	58
rights of Company in, II, A.....	3
Discrimination, II, A.2.....	3
Displacement, IV, F.2e; IV, J.1; Instr. No. 8;	
Instr. No. 13	17, 20, 87, 95
Dues, deduction and remittance of, II, B.2-C.1,2,3	4

Drug Free Workplace, XII	60
--------------------------------	----

Emergency

call out work, III, K	13
higher classification work, V, B	23
inclement weather, V, K	29
meal money allowance, V, J. 1	28
stand by, awaiting emergency call, III, L	13
work in any classification, V, B	23

Employee

acting employees, IV, D.3... ..	15
assumes status, III, B.5	7
Classification, definition of, III, A.1-2-3-4	5
new posting, IV, F.4	18
new, probationary period, IV, D.4... ..	16
regular employee filling a temporary classification, IV, D.2	15
restore to former status, IV, D.2-3; IV, I;	15, 19
temporary, IV, D.1.....	15
trading of work days, V, R.....	31
transportation and pay furnished for medical examinations, V, Q.2; Istr.No.22	31, 104

Employee Benefits

401K Plan, VIII, I.1... ..	54
death-in-family, VII, I.1; Instr. No. 10	41, 91
Dental Care Program, VIII, C.5.....	51
Disability Allowance Plan, VIII, H... ..	53
Flex Rx, VIII, C.1.....	47
group hospitalization and surgical benefit plan, (Health Insurance Plan), VIII, C	47
Group Life Insurance, VIII, F	53
health related services, VIII, C.1	47
Non-Occupational Illness or Injury Plan, VIII, D; Instr. No. 5; Instr. No. 4; Co. Policy...52, 82, 79	
Separation Allowance Plan, VIII, A... ..	42
Service Awards, VIII, G	53
Trusteed Pension Plan, VIII, B	42

Employee Relations, promoting and maintaining,

IV, E.....	16
------------	----

Employment

conditions of, II,.....	3
employees to receive full days, V. N.....	30
Security, IV, J.2	21

Exhibit A

Bargaining Unit No. 1	63
Exhibit A-1... ..	64

Exhibit A-2...	65
Exhibit A-3...	66
Exhibit A-4...	67
Exhibit A	
Bargaining Unit No. 2...	68
Exhibit A-1...	69
Exhibit A-2...	70
Exhibit A-3...	71
Exhibit A-4...	72
Foremen	
to work only as supervisors, V, M.....	30
Grievances	
Company, IX, I	58
employee, IX, A-B-C-D	54
pay during meeting, , IX, H	58
posted job or appointment, IV, F.5...	18
rate establishment, IX, G	58
Hazardous Work	
limit on, performed on by 2nd grade men, V, B	23
when not familiar, V, E.....	25
Health Insurance Plan, VIII, C.2 (a)	48
Higher Classification Work	
limited, V, B	23
rate of pay for V, C; Instr. No. 3	23, 78
Hiring New Employees	
employees protected, IV, F.2d	17
Local union to be notified of new employees,	
IV, F.4.....	18
posting name, IV F.4	18
right of Company to hire, II, A.1	3
Union affiliation, II, B	3
Holidays	
day observed as, III, E.1; Instr. No. 4;	
Instr. No. 9	7
death-in-family, Instr. No. 10	91
employee called out to work, III, E.4	8
pay-days which fall on, VI, B	37
recognized, III, E.1	7
Hospitalization (see “Employee Benefits”)	

Hours of Work

basic work day, III, B.1; Instr. No. 21	6, 102
basic work week, III, B.2; Instr. No. 21	6, 102
change in schedule, III, I.1-2; III, M.1	9, 14
classes of work, III, A.1	5
day work, III, B.3	6
Daylight Saving Time, Instr. No. 16	95
days off, rotation of, III, B.4	6
outside of schedule, III, B.3b; III, I.1	6, 9
scheduled and shift work, III, B.4	6
standard time, Instr. No. 16	95
Sunday and holiday work, III, B.4	6

Inclement Weather, V, K	29
-------------------------------	----

Instructions

No.1-Rest period after call out and certain overtime work, III, J.1-2-3	12, 73
No.2-Jury duty, VII, I.2; 1-2-3	41, 76
No.3-Work in a higher paid job classification, V, C	23, 78
No.4-Non-occupational illness or injury, VIII, D	52, 79
No.5-Non-occupational illness or injury continuing absence, VIII, D	52, 82
No.6-Call out headquarters worker-travel time travel allowance, III, K.1; V, H.3	13, 26, 83
No.7-Employee returning from military service, IV, M... ..	22, 84
No.8-Displacement-demotion-lay-off, IV, J	20, 87
No.9-Holidays, III, E... ..	7, 88
No.10-Death-in-family, VII, I.1... ..	41, 91
No.11-Call out, III, K.1	13, 93
No.12-Shift differential, III, H... ..	9, 93
No.13-Demotions and layoff, IV, E, 3rd Paragraph... ..	16, 95
No.16-Daylight Saving Time,	95
No.17-Distribution of overtime, III, F	9, 96
No.18-Wage and salary determination when an employee is promoted, transferred, or demoted to a job classification, within the same unit,	97
No.19-Wage or salary rate changes for employees absent because of non- occupational illness or injury,	100
No.20-Disability rate determination. V, D. 3;	
No.21-Interprative Bulletin on change of Schedule involving new or same calendar workweek, III, I.1(a)... ..	9, 102
No.22-Payment for time consumed and transportation expenses incurred for medical treatment, V,Q.2	31, 104

Insurance (see “Employee Benefits”)

Job Classification

assignment to lower classification. Union to	
be notified, V, D.2	24
employees with nine years service, V, D.3.....	24
listed in Exhibit A,.....	63, 68
work, in higher, V, C	23
work, in lower, V, D. 1-2	24

Job Security (See Employment - Security)

Job Vacancy

filling of IV, F.1-2.....	17
first level of supervision, IV, H	19
posting, IV, F.2;	17
reposting, IV, F.3	18

Jury Duty, VII, I.2; Instr. No. 276

Lay Off Employees, II, A.1	3
company to confer with Union prior to, IV, E.....	16
job protected, IV, L.1	21
no loss of benefits within two years, IV, L.2... ..	21
no layoff, IV, J.2	21
rights of Company, II, A.1	3
seniority governs, IV, J.1... ..	21

Leave of Absence (see “Absence”)

Life Insurance (see “Employee Benefits”)

Lock-out, company will not engage in, X59

Lodging when away from home overnight, V, I.2.....28

Management of Company, rights of, II, A.1..... 3

Meals

allowance for overtime work continues through	
scheduled meal periods, V, J.1-2-3-4... ..	28
away from home overnight, V, I.1. J.2	27, 28
employee detained one hour or more, V, J.4	29
pay while eating, III, B.4; V, J.3;.....	6, 28
scheduled overtime less than ten hours, V, J.2	28
shift employees, III, B.4	6

Medical Examinations, V, Q.1-2; R; Instr.

No. 4; Co. Policy; Instr. No. 22	31, 79, 104
--	-------------

Membership in Union

- conditions of employment, II, B.2.....
- maintenance of, II, B.1
- military service, return from, IV, M
- new employees, II, B.2

Military Service

- accumulate seniority, IV, M
- re-employment conditions, IV, M
- two-week leave (National Guard), VII, K

Non-Occupational Illness or Injury

(see “Employee Benefits”)

Nuclear Control Operator, VI, A.3

Overnight Expenses, V, I.2

Overtime

- distribute, III, F; Instr. No. 17
- equalized overtime, no time off to, III, G;
Instr. No. 17
- meal money allowance, V, J.1
- rate of pay, III, C
- second day of rest, III, D

Pay Days

- every other Friday, VI, B
- fall on holidays, VI, B

Pay Protection, VI, A.4

Pension Plan, VIII, B.1(a)

Premium Pay (see “Overtime”)

- first and third shift, III, H; 198, Instr. No. 12
- holiday work, III, E.1
- non-scheduled hours, III, I.I (a)

INDEX – Continued

- second shift-Sundays, III, H

Probationary (see “Employees”, New)

Progression, Automatic Time, 110, Inst. No. 18

Promotion of Employee

- Company to confer with Union prior to, IV,
- qualifications for, IV, G
- qualifying period, IV, I
- rights of Company in, II, A
- seniority rights protected after demotion, IV,
J.1-2
- wage determination, Instr. No. 18

Qualifying Period-4 months, IV, I

Random Drug Testing (See Drug Free Workplace)

Reassignment, IV, D.2-3; IV, F.2d-e;
I; Instr. No. 18

Recognition of I.B.E.W. I, C

Representatives of Union

access to Company property, II, E
accident interviews, at lost time, V A.2

Rest Period Rules, Instr. No. 1

outside of schedule and works less than sixteen
hours, III, J.1 (a)
employee who has worked 16 or more
continuous hours, III, J.2 (a)
resting with pay, III, J.1 (b); J.2 (b)
return for overtime work, III, J.1 (c)
employee must return at hour indicated, III, J.3

Safety Committee, V, A.3

Safety Regulations, V, A.1

Schedules or Shifts (also see "Hours of Work")
arrangement of, III, M.2
change of schedule, III, 1.2; III, M.1;
posting of, III, M.1
vacations, schedules to be posted, VII, E
wages, Exhibit A

Exhibit A

Bargaining Unit No. 1,
Exhibit A-1,
Exhibit A-2,

INDEX - Continued

Exhibit A-3,
Exhibit A-4,

Exhibit A

Bargaining Unit No. 2,
Exhibit A-1,
Exhibit A-2,
Exhibit A-3,
Exhibit A-4,

Seniority

bumping or displacement, IV, J.1-2;
Instr. No. 8; Instr. No. 13
layoffs and demotions, IV, J.1-2; Instr.

No. 8; Instr. No. 13
length of service to govern, IV, C
lists, IV, K
military service, for men in, IV, M
probationary period for new employee, none
during, IV, D.4
provisions waived, V, D.3 (a)

Separation Allowance, VIII, A; Co.Policy

Service Awards (see “Employee Benefits”)

Service Definition, IV, A-B.1

Shift Differential, III, H; Intr. No. 12

Shifts (see “Hours of Work”)

Standard Procedures, V, F

Standard Time, Instr. No. 16

Strikes

Union to make sincere efforts to prevent, X

Union will not authorize, X

Subpoenaed Witness (see “Jury Duty”)

Subrogation, Instr. No. 5

Subterfuge, none, II, F.

Suspension of Employees, II, A. 1; IV, E;

Temporary Jobs, IV, D.2-3; Instr. No. 18

INDEX - Continued

Term

Agreement, XI

Health Insurance Plan-Plan Year, VIII, C

Tools, Safety Devices and Equipment, V, G

Trading of Work Days, V. R

Transfer of Employee

confer with Union, IV, E
employee with nine or more years of service,
V, D.3
qualifying period, , IV, I
rights of Company, II, A. 1
rights in former job for two years, IV, L
seniority, IV, H
wage determination, Instr. No. 18

Travel Expense

employee to be reimbursed for additional, V, 1.1
call-out work, III, K.1

Trusted Pension Plan,, VIII, B

Upgrade, V, C, Instr. No. 3

Vacancy, Job

employee considered for, IV, F.2d
filled within thirty days, IV, F.6
filling, IV, F
offered to those laid off within two years,
IV, L.1, L. 4
qualification for filling by promotions or
transfer. IV, G

Vacations

death-in-family,, VII, B.2; Instr. No. 10
eligible employees, VII, A
holiday within period, VII, B.1; Instr.
No. 4; Instr. No. 9

INDEX - Continued

illness or injury,, VII, B.2; Instr. No. 4
leaving of Company, VII, F
length of, VII, A
normal period, VII, D
schedules to be posted, VII, E
split, VII, C

Wages

automatic time progression, Instr. No. 18;
date and method of payment, , VI, B
determination, when promoted, transferred,
demoted, reassigned, Instr. No. 18

general increase of, VI, A.2;
rate retention, 30 days, V, D.2
rates for period of Agreement, VI, A. 1-2-3
Schedule of, Exhibit A

Exhibit A-3,
Exhibit A
Bargaining Unit No. 2,
Exhibit A-1,
Exhibit A-2,
Exhibit A-3,

sick pay (N.O.I.I.) schedule, Co. Policy

Weather, inclement, V, K

Working conditions to continue, V, S